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Current Topics.

The Ministry of Reconstruction.

IT SEEMS that the Ministry of Reconstruction is about to come to an end. It is not for us to assess the value of different Departments of State, permanent or temporary. Possibly those who have been most interested in the work of the Ministry would admit that it has not actually reconstructed anything at all. It passes with all this work still in the future. But it has had a distinctly useful literary side. It has appointed committees, and the committees have issued reports, and in time it is quite possible that they will bear fruit. Most fertile so far have been the reports of Mr. LESLIE SCOTT'S Committee on the Acquisition of Land for Public Undertakings. The Acquisition of Land (Assessment of Compensation) Bill is founded on these, although it represents only a part of the simplified procedure which the Committee recommended. Then there was the Machinery of Government Committee, of which Lord HALDANE was chairman, which reviewed all the Departments of Government, and made recommendations for the improvement of the exercise and distribution of executive functions. Its Report was issued at the beginning of this year, and we noticed in some detail (*ante*, p. 187) the recommendations that were made as to the organization of the Administration of Justice; in particular as to the relief that would be given to the Lord Chancellor by the creation of a Ministry of Justice. And there is the recent Report of the Committee on Trusts, which deals with a subject of growing importance. If the Ministry of Reconstruction leaves behind it little record of work accomplished, it has opened the road for others, and perhaps that is as much as its promoters expected it to do.

The Ministry of Reconstruction's Pamphlets.

BUT a notice of the Ministry would be incomplete without a reference to the more popular side of its literary activities—the pamphlets on various phases of social life and education

which have been issued from time to time, beginning with "The Aims of Reconstruction," and including such matters as Industrial Councils, State Regulation of Wages, Land Settlement, Domestic Service, Town Planning, and Electrical Development. Our difficulty is that the subjects are too various for us to grasp them all. No. 27 is entitled "Officers' Guide to Civil Careers," and should be of great assistance to those who have been diverted from civil life, and now are attempting—by no means an easy thing—to get back to normal conditions. In particular, there is a section on the financial assistance in training which is now available in suitable cases on application to the Board of Education or other appropriate Department, and there are sections giving information as to State and municipal appointments, and as to employment in a large number of professions and industries. This is a pamphlet of direct utility. Then the pamphlet on Domestic Service is a well-meant effort to make social life possible again, if not in exactly the old style, yet in the old style with improvements. "Who sweeps a room as in Thy sight, makes that and the action fine" is an excellent way of setting up an ideal; but the pamphlet suggests methods of amelioration—not by any means, we imagine, uncommon in practice, but requiring to be made universal. And we are not surprised to find a pamphlet (No. 26) devoted to "Natural Science in British Education." A practical Department like the Ministry of Reconstruction would naturally, when it turned its attention to education, have something to say about science, and it found an appropriate text in the Report of the Committee appointed by Mr. Asquith, when Prime Minister, in August, 1916, to inquire into the position of Natural Science in the educational system of Great Britain.

Classics in Education.

THE MINISTRY of Reconstruction showed, however, that it was not altogether utilitarian by including in its series a pamphlet (No. 22) on "The Classics in British Education." "It is," says the writer, "because the classics contain elements of the highest spiritual and intellectual value which cannot be obtained elsewhere in equal force or equal intensity that the lover of education is bound to fight for their retention as one of the leading components of our national system." And, apart from spiritual and intellectual value the classics are sufficiently important to the lawyer for us not inappropriately in these columns to express appreciation of the pamphlet. Whether Greek should be compulsory or not is a different matter. Oxford—said to be the home of lost causes—has just decided by 312 votes to 306 that it should. Other universities in this country are of a different opinion. But certainly no little of the Greek spirit can be attained without actual knowledge of the language; for instance, from such works of those of the late Dr. MAHAFFY, perhaps the most interesting of all writers on Greek life and literature. His Lowell Lectures, "What Have the Greeks Done for Modern Civilization?" give an enlightening view of Greek law, and amongst other matters remind us that in the law courts the speeches had to be delivered by the litigants, though the advocates might prepare them. And if it may be questioned whether Greek is a necessity, there is no doubt that the lawyer is ill-equipped who has not at least a nodding acquaintance with Latin. So we are glad that the Ministry of Reconstruction, in its efforts towards useful education, has put the study of the classics in its proper place. These are, in the words we intended to use last week:—*κρημνιστά ἐκ δὲν*. For the actual form in which they appeared we disclaim responsibility. Letters, especially foreign letters, are refractory things. Was it not the letter Jod which "Once cried aloud and spake to God?" But Hebrew may be even more troublesome than Greek.

"England Changing Hands."

UNDER THE above title a series of five articles has recently appeared in *The Times* (2nd, 7th, 9th, 10th, 11th June),

giving a sketch of the history of land ownership in England, and suggested by the present state of the estate market. In the first article of the series it is pointed out that a great economic change seems to be coming over England, and the present phenomenon of the transfer of land on an enormous scale can be better understood and appreciated by referring to other great changes that have occurred in the past history of land ownership. The second article, entitled "Our Land System," deals with the history of land in England from the Roman occupation to the Black Death, in 1349, and some interesting remarks are made on the subject of copyholds and their value as embodying a system of land registration. The third article, "The Feudal System," takes up the story from the Wars of the Roses and carries it on to the dissolution of the monasteries by Henry VIII.; and some interesting remarks are made with respect to the advantages and disadvantages of corporate bodies being landlords on a large scale. The writer observes: "It is not at all impossible that a class not altogether dissimilar from the rich yeoman class of Tudor times (which in 1539 was inter-marrying with the middle class, and was thus being linked up by blood ties to the great land-holding class) is to-day acquiring land on a considerable scale. They know the possibilities of the great settled estates now in the market better perhaps than the trustees and the tenants for life who are selling." And further on it is said: "It is probably true now that the system of settled estates does not secure anything like the real economic income from the land."

Land and the Family.

THE FOURTH article, headed "Settled Estates," is perhaps the most interesting of the series to the lawyer. The writer points out that "The passion to retain land in the family has long been a ruling one in England. It is not dead to-day. It dominates all classes." There is, however, another aspect of the question, for "Side by side with the desire to retain land in the family was the wayward desire, or the economic necessity, to alienate it. So we find that, while conveyancers from early days, before the 13th century, were devising ways and means to keep the land in the family . . . other conveyancers were devising means to evade these devices." Then we have references to *Shelley's case*—"one of the nightmares of the law"—decided in 1581, the statute of *Quia Emptores* of 1290, the statute *De Donis Conditionalibus* of 1285. The process by which "the conveyancer fought for freedom with one hand" and "inalienability with the other" continued to go on, and even in the 16th century the "dead hand" which made the land incapable of transfer was the "dead hand of the family conveyancer." Then came the upsetting of the Statute of Uses—"evaded by an almost childlike device in 1557"—and, finally, the legislation of the nineteenth century, culminating in the Settled Land Act, 1882. "It is largely under these powers given by the Settled Land Act of 1882 that to-day England is changing hands. It is interesting to remember that, had the present conditions occurred in 1882 instead of 1919, there could not have been the vast transference of land now in process." The concluding article—"Tendencies of Land-holding"—points out that more and more land tends to be withdrawn from circulation by becoming vested in public bodies, who use it for public purposes, and will never part with it. Altogether the series is well worthy of a place amongst newspaper cuttings available for future reference by being pasted in a common-place book.

Apportionment Between Tenant for Life and Remaindermen.

THE QUESTION whether a tenant for life is entitled to insist on apportionment in cases where the testator's outstanding residuary estate is represented in part by a right to receive purchase or other moneys by deferred instalments is, as the recent decision of Evz, J., in *Re Hollebone* (*ante*, p. 553) serves to show, one of some difficulty. A tenant for life is entitled to such part of unconverted property when it falls

in as is attributable to income, but the method by which the fund is to be apportioned has given rise to some controversy, and has varied from time to time. As regards reversionary interests, it was settled by *Re Chesterfield's Trusts* (24 Ch. D. 643) following *Beavan v. Beavan* (24 Ch. D. 649n) that the tenant for life is entitled to the difference between the sum received and the sum which, invested at the testator's death at compound interest, would have amounted to that sum. The same principle was applied in *Re Duke of Cleveland's Estate* (1895, 2 Ch. 542), where a debt due to the estate was recovered by the trustees without interest. In *Re Hollebone* (*supra*) the principle was applied to a new set of facts and the method of apportionment was settled. In that case the testator had sold his share of a business for a consideration to be paid by half-yearly instalments, some of which had been received since the testator's death, and more were to follow, and the tenant for life claimed to be entitled to such portion of them as was attributable to income. EVE, J., after stating that the testator's interest could not be accurately described as a reversion, held that each instalment of purchase money as it was received ought, as from the date of the testator's death, to be apportioned between capital and income by ascertaining the sum which, put out at interest at 4 per cent. per annum at the testator's death and accumulating at compound interest with yearly rests and deducting income tax, would amount on the day when the instalment was received to the amount actually received; and the sum so ascertained was to be treated as capital, and the difference between it and the sum actually received as income. It will be noticed that this calculation is made on a 4 per cent. basis. This was formerly the rate of interest allowed, but of late years it has in many cases been reduced to 3 per cent. It is conceived, however, that, having regard to the current rate of interest, the calculation will now be made on a 4 per cent. basis. On the whole, the decision in *Re Hollebone* will be found a useful addition to the law on the subject.

Jurisdiction of Domestic Tribunals.

IN THE RECENT case of *Olympia Oil and Cake Co. v. Macandrew, Moreland & Co.* (1918, 2 K. B., at p. 728), Lord Justice SCRUTTON expressed the objection of commercial lawyers and Judges to the interference by the Court with a Court of Arbitration, to which the parties have assented by contract. Such a court is a domestic tribunal, with a procedure of its own, and so long as the remedies it can grant have not been enforced, or its procedure has not been completed, resort to the ordinary law courts is a repudiation of the contractual submission to arbitrate, which the Courts will not readily or lightly sanction. But there are limits to this reluctance to oust an arbitrator's jurisdiction. One of these limits is found where a substantial point of law is in issue, such that sooner or later the Court must be invited to decide it. Arbitrators are the most appropriate judges of commercial customs, and of the facts; but the principles of the Common Law can be interpreted but by the Common Law Courts. Put briefly, such is the view just expressed by the Court of Appeal in *Re Fischel & Co.* (1919, W. N. 179). Here parties to a c.i.f. contract of sale had by the conditions of the contract assented to arbitration in accordance with the rules of the General Produce Brokers' Association of London. The rules in question were printed on the back of the contract, and incorporated with it. Rule 7 clearly provided for the appointment of arbitrators and umpire, a hearing by these followed by an appeal to the Committee of Association or to a Council of Appeal, and thereafter enforcement of the award. Now a dispute arose between the parties. It concerned in the main three legal questions: (1) the meaning of "due dispatch," (2) the construction of certain shipping documents, and (3) the legal category into which one of those documents fell—namely, whether it was a bill of lading or a receipt. Arbitrators and umpire were duly appointed, whereupon the buyers informed them that they required a case to be stated for the Court on these three points. The arbitrators refused to do this, and heard the case. Failing to agree, they referred the questions in dispute to the umpire. He was

requested by the buyers to state a case, but refused to do so. Without completing the procedure laid down in the rules—namely, an appeal to the Committee—the buyers at once went to the Divisional Court, and moved to set aside the umpire's award, on the ground of misconduct—i.e., improper and unreasonable refusal to state a case. Naturally the Court was pressed to disallow the motion as premature; the domestic tribunal constituted by the contracting parties themselves had not completed its procedure. But the Court, while assenting to Lord Justice SCRUTTON's views, as expressed in the case cited above, as a general proposition of practice, refused to regard the motion as premature. The points of law were points for the King's Courts to decide, and must sooner or later come before them. Therefore, the sooner they came the better: *interest reipublice ut sit finis litium*.

Custom to Waive Tender.

AN INGENIOUS but rather obviously hopeless attempt to get round a well-accepted rule has just been made in *Wilson, Holgate & Co. (Limited) v. Belgian Grain and Produce Co. (Limited)* (1919, W. N. 180). The plaintiffs sold the defendants 300 tons of Brazilian starch under a c.i.f. contract. Now it was decided, so long ago as 1872, by the House of Lords, in the leading case of *Ireland v. Livingstone* (L. R. 5 H. L. 395), that in a c.i.f. contract the seller must tender the buyer not only the necessary documents of title to the goods, but also a proper policy of insurance. The reason, of course, is that the invoice price is to include insurance and freight paid by the seller, and he must prove that he has insured as he undertook to do. But in practice, to escape the necessity of creating policies of insurance and stamping them, the parties often agree to treat a broker's cover note for the insurance as sufficient. For, of course, although such a cover note cannot be sued upon, if objection is taken, it is the invariable and honourable custom of the underwriters to honour their notes. Now in the case we are commenting on, the sellers tendered a cover note in place of a policy, and the buyers refused it. The question for the Court was whether there had been good delivery of the necessary policy. No policy had been tendered by the sellers, so they had to shew that in some way the tender of a cover note was the equivalent in law of tendering a policy. This they attempted to do very ingeniously. Evidence was called to shew a general custom to accept such cover notes in lieu of policies—in other words, a general custom to waive strict tender. But the evidence of this general custom hopelessly failed; it only shewed that there is constant agreement by buyers to such a tender. However, on the particular facts the Court was willing to infer that the present buyers had waived tender of a policy, providing a certificate of insurance plus a broker's undertaking were substituted for it. No such substituted tender had been made by the sellers, however, who relied on the alleged general custom, and merely tendered a cover note. Their action therefore failed. It certainly would be a dangerous practice if commercial Judges were to infer revolutionary general customs to waive a well-established legal right from the mere fact that the parties usually, in fact, so waive their strict rights.

The Practice on Short Notice of Motion.

A VERY important suggestion on a point of practice has just been made by YOUNGER, J., in *Paravicini v. L. C. R. Gunner* (1919, W. N. 173). Where an urgent interim injunction is wanted, the practice, we need hardly say, is for the plaintiff to apply (1) for leave to serve short notice of motion with the writ, and (2) an *ex parte* injunction until the hearing of the motion. He is at present, however, under no obligation to give the defendant any notice of the contents of his affidavits, the defendant is left to inquire what evidence has been filed, and to ask for copies. This practice Mr. Justice YOUNGER considers unfair, and he has intimated his own view that in every such case the plaintiff should serve copies of the affidavits when he serves the writ and short notice of motion. Such service, indeed, might well be made a condition of granting the leave prayed for.

The Transport Bill.

THE Ministry of Ways and Communications Bill has been amended by Standing Committee B, and now awaits final consideration in the House of Commons before being passed and sent to the House of Lords. This consideration has been postponed until, it is understood, next week, and there are questions on the Bill which seem likely to arouse a good deal of controversy. It may be convenient, therefore, if we give a short statement of the measure in its present form.

By clause 1 it sets up a new Ministry—the Ministry of Ways and Communications: “For the purpose of improving the means of, and the facilities for, locomotion and transport, it shall be lawful for His Majesty to appoint a Minister of Ways and Communications”; and, oddly enough, this title has been so far retained, notwithstanding that the much more expressive and convenient term “Transport Bill” has come into common use. Then under clause 2 (1), it will be the duty of the Minister, in exercise of the powers transferred to or conferred upon him by or in pursuance of the Act, to take steps to carry out the purposes aforesaid; and there are to be transferred to him, as from dates to be fixed by Order in Council, all powers and duties of any Government Department in relation to (a) railways; (b) light railways; (c) tramways; (d) canals, waterways, and inland navigations; (e) roads, bridges and ferries, and vehicles and traffic thereon; (f) harbours, docks and piers. Items (e) and (f) remain in the clause in spite of efforts in the Standing Committee to exclude them. These efforts, it seems probable, will be renewed. Item (g) in the original Bill—“the supply of electricity”—has been removed, and is the subject of the Electricity (Supply) Bill.

There was issued some time back as a Parliamentary Paper a summary of the principal statutory powers and functions which will be transferred to the new Ministry. As regards item (a) they will all be transfers from the Board of Trade, except the Emergency Powers under section 16 of the Regulation of Forces Act, 1871, which will be from the War Office; as regards (b) and (c), from the Board of Trade, the Light Railway Commissioners, and the Development Commissioners; as regards (d), from the Board of Trade and the Development Commissioners; as regards (e), from the Road Board, the Local Government Board and the Scottish Office; and as regards (f), from the Board of Trade, the Development Commissioners, and the Scottish Office. The summary does not include Ireland. Thus, apart from Scotland and Ireland, the Departments mainly affected will be the Board of Trade, the Light Railway and Development Commissioners, the Local Government Board, and the Road Board, and there will be either absorption of these Departments or a great reduction in their functions. But under the proviso to clause 2 (1) it is provided:—

(ii) Nothing in this section shall transfer to the Minister any powers or duties of the Admiralty exercisable in or in relation to ports declared under the Dockyard Ports Regulation Act, 1865, to be dockyard ports, but His Majesty in Council may by Order transfer to the Admiralty, instead of to the Minister, any of the powers of the Board of Trade with respect to dockyard ports, or with respect to the appointment of members of any commissioners, conservancy board, or other body having jurisdiction in the whole or any part of a dockyard port.

Thus the Admiralty will, as regards dockyard ports, have increased powers. And paragraph (iii.) of the proviso excepts from the general transfer to the new Minister the powers of the Board of Trade with respect to the appointment of members or the procedure of the Railway and Canal Commission. These powers may be transferred by Order in Council to a Secretary of State instead of to the Minister.

A transfer of existing powers over transport having been thus effected, clause 3 then gives the Minister temporary possession and control of transport undertakings for a period of two years in order that time may be secured “for the consideration and formulation of the policy to be pursued” as to their future position. This refers (1) to railways of which possession has been already taken under the Regulation of the

Forces Act, 1871; and (2) to any other undertakings in items (a), (b), (c), (d), and (f) mentioned above, with the exception of tramways of local authorities; and as regards all such undertakings of which possession is retained or taken, the directors and managers are to obey the directions of the Minister, including directions as to the carrying out of alterations, improvements, and additions which the Minister considers necessary for the public safety or for the more efficient and economic working of the undertaking; and for enabling any such directions to be carried into effect the Minister may, by Order, authorize the owners of any undertaking to acquire any land (including easements) and to construct any works, and the Order may incorporate the Lands Clauses Acts, subject, with certain limitations, to such modifications as may be specified in the Order.

Then there is, as regards undertakings of which possession is retained or taken, the very important provision of clause 3 (1) (c):—

Any rates, fares, tolls, dues and other charges directed by the Minister shall be, subject to the provisions hereinafter in this section contained, deemed to be reasonable, and may, notwithstanding any agreement or statutory provisions limiting the amount of such charges or increases therein, but without prejudice to claims in respect of undue preference under the provisions of the Railway and Canal Traffic Acts, be charged in respect of any undertaking during the period for which the Minister retains possession of such undertaking and for a further period of eighteen months after the expiration of the said period, or until fresh provision shall be made by Parliament with regard to the amount of any such rates, fares, tolls, dues, and other charges, whichever shall first happen.

In the original Bill this extensive power was left entirely to the discretion of the Minister, and he still has the final decision, but, “for safeguarding any interests affected” by his directions as to rates and fares, there is to be an advisory committee of five persons, one being “a person of experience in the law”—whatever that may mean—who will be chairman, and the others representative of certain specified interests, with an additional member who may be nominated by the Minister to look after, it would seem, any interests which would otherwise be unrepresented. The committee may hold a public inquiry before reporting or advising on any matter referred to them.

In the original Bill there was a clause—clause 4—which allowed of any transport undertaking being acquired by agreement or compulsorily by Order in Council, but this was withdrawn. Clause 6 makes detailed provision with respect to the taking over or compensating of existing officers and servants, and clause 7 provides for adjustment of claims as between the Government and the owners of an undertaking where, on possession being given up, there has been reduction or enhancement of the value on a revenue-earning basis. These clauses were added in Committee, and also clause 8, under which the Minister will have power to establish and work transport services by land or water; this, however, substantially reproduces a paragraph of the original clause 4, which, as we have just said, was withdrawn; but he must not spend more than one million pounds for such purpose, or take lands compulsorily, or break up roads without an Order in Council. And by clause 10 an Order in Council will also be required for the purchase of privately owned railway wagons—another piece of salvage from clause 4. Clause 17 makes further provision for advisory committees, and provides that a panel of experts shall be set up to advise the Minister as to taking possession of further transport undertakings, and as to the establishment of new transport services by land or water, and an opportunity may be afforded for persons affected to be heard.

Lastly, we may notice the provision of clause 20, under which the Minister will be liable for the acts and defaults of his officers and servants, and liable to pay and entitled to receive costs—both important new departures.

The comment on the Bill by a competent critic—Mr. J. H. BALFOUR BROWNE, K.C., in the current *Fortnightly Review*—is that in some respects the Bill has gone too far, and in other

respects not far enough. The first observation appears to be directed at the wide powers given to the Minister during the probationary period of two years: "While there is much to be said in favour of this bold enterprise, is it not just possible that 'do as you like for two years' may be too large a mandate to be given to any one man?" On the other hand, Mr. BALFOUR BLOWNE regards the probationary period as a mistake. Elsewhere (*Times Trade Supplement*, 12th April) he has said: "Everyone agrees that something must be done to meet a desperate situation, but it ought to be done now." In the Fortnightly article he regards the fate of the railway companies as settled: "One thing seems quite certain, and that is that the railways will never go back to the shareholders and be run as companies' undertakings by boards of directors." That is one point—the necessity of acting at once and not after two years. And the other is that the various means and accessories of transport—railways, shipping, docks, &c.—are, under modern conditions, too closely connected to be dealt with separately when a great scheme of centralization is being launched. But any such general nationalization—and this is Mr. BALFOUR BLOWNE's concluding point—must be on fair terms of compensation.

The Peace Conference.

(Continued from page 605.)

WE summarized last week the general Reply of the German Delegates to the Treaty proposals made by the Allied and Associated Powers; the diplomatic term appears to be "The Observations of the German Delegation on the Conditions of Peace." The Reply of the Allied and Associated Powers was delivered to the Germans at Versailles on Monday, the 16th inst., with a covering letter addressed to Count BROCKDORFF RANTAU, and signed by M. CLEMENCEAU. The letter commenced by answering the protest of the German Delegates that the terms of peace conflicted with the terms upon which the Armistice of 11th November, 1918, was signed, and that it was a peace of violence and not of justice. Hence the Allied and Associated Powers felt it necessary to begin their reply by a clear statement of the judgment of the war which had been formed by practically the whole of civilized mankind. "In the view of the Allied and Associated Powers, the war which began on the 1st August, 1914, was the greatest crime against humanity and the freedom of peoples that any nation, calling itself civilized, has ever consciously committed." M. CLEMENCEAU pointed out how the rulers of Germany were not satisfied with that growing prosperity and influence to which Germany was entitled, and which all other nations were willing to accord her, in the society of free and equal peoples. They required that they should be able to dictate and tyrannize over a subservient Europe, as they dictated and tyrannized over a subservient Germany."

Further:—

"Germany's responsibility is not confined to having planned and started the war. She is no less responsible for the savage and inhuman manner in which it was conducted. Though Germany was itself the guarantor of Belgium, the rulers of Germany violated, after a solemn promise to respect it, the neutrality of this unoffending people. Not content with this, they deliberately carried out a series of promiscuous shootings and burnings with the sole object of terrifying the inhabitants into submission by the very frightfulness of their action. They were the first to use poisonous gas, notwithstanding the appalling suffering it entailed. They began the bombing and long-distance shelling of towns for no military object, but solely for the purpose of reducing the moral of their opponents by striking at their women and children. They commenced the submarine campaign, with its piratical challenge to international law and its destruction of great numbers of innocent passengers and sailors in mid-ocean, far from succour, at the mercy of the winds and the waves, and the yet more ruthless submarine crews. They drove thousands of men and women and children with brutal savagery into slavery in foreign lands. They allowed barbarities to be practised against their prisoners of war from which the most uncivilized peoples would have recoiled. The conduct of Germany is almost unexampled in human history. The terrible responsibility which lies at her doors can be seen in the fact that not less than 7,000,000 dead lie buried in Europe, while more than 20,000,000 others carry upon them the

evidence of wounds and suffering, because Germany saw fit to gratify her lust for tyranny by resort to war.

"The Allied and Associated Powers believe that they will be false to those who have given their all to save the freedom of the world if they consent to treat this war on any other basis than as a crime against humanity and right."

* And passages were quoted from the speeches of President WILSON, the PRIME MINISTER of Great Britain, M. CLEMENCEAU himself, and Signor ORLANDO, to show that this attitude of the Allied and Associated Powers was made perfectly clear to Germany during the war by their principal statesmen, with the conclusion:—

"Justice, therefore, is the only possible basis for the settlement of the accounts of this terrible war. Justice is what the German Delegation asks for, and says that Germany has been promised. But it must be justice for all. There must be justice for the dead and wounded and for those who have been orphaned and bereaved that Europe might be freed from Prussian despotism. There must be justice for the peoples who now stagger under war debts which exceed £30,000,000,000 that liberty might be saved. There must be justice for those millions whose homes and land, ships and property German savagery has spoliated and destroyed."

This, said M. CLEMENCEAU, was the ground of the demand that Germany must undertake to make reparation "to the very uttermost of her power, for reparation for wrongs inflicted is the essence of justice." And the ground, too, of the demand:—

"That those individuals who are most clearly responsible for German aggression and for those acts of barbarism and inhumanity which have disgraced the German conduct of the war must be handed over to a justice which has not been meted out to them at home. That, too, is why Germany must submit for a few years to certain special disabilities and arrangements. Germany has ruined the industries, the mines, and the machinery of neighbouring countries, not during battle, but with the deliberate and calculated purpose of enabling her own industries to seize their markets before their industries could recover from the devastation thus wantonly inflicted upon them. Germany has despoiled her neighbours of everything she could make use of or carry away. Germany has destroyed the shipping of all nations in the high seas, where there was no chance of rescue for their passengers and crews. It is only justice that restitution should be made, and that these wronged peoples should be safeguarded for a time from the competition of a nation whose industries are intact and have even been fortified by machinery stolen from occupied territories. If these things are hardships for Germany, they are hardships which Germany has brought upon herself. Somebody must suffer for the consequences of the war. Is it to be Germany or the peoples she has wronged?"

As to the plea that the German revolution ought to make a difference, and that the German people were not responsible for the policy of rulers whom they had thrown from power:—

"The Allied and Associated Powers recognize and welcome the change. It represents a great hope for peace and a new European order in the future. But it cannot affect the settlement of the war itself. The German revolution was stayed until the German armies had been defeated in the field, and all hope of profiting by a war of conquest had vanished. Throughout the war, as before the war, the German people and their representatives supported the war, voted the credits, subscribed to the war loans, obeyed every order, however savage, of their Government. They shared the responsibility for the policy of their Government, for at any moment, had they willed it, they could have reversed it. Had that policy succeeded they would have acclaimed it with the same enthusiasm with which they welcomed the outbreak of the war. They cannot now pretend, having changed their rulers after the war was lost, that it is justice that they should escape the consequences of their deeds."

On these grounds the Allied and Associated Powers, said the letter, believed that the Peace they had proposed was fundamentally a Peace of Justice. They also regarded it as a Peace of Right on the terms agreed. The intention, set out in President WILSON's addresses of 8th January, 1918, and subsequently, was to base the settlement of Europe on the principle of freeing oppressed peoples and redrawing national boundaries as far as possible in accordance with the will of the peoples concerned, while giving to each facilities for living an independent national and economic life." Hence the Treaty provided for the reconstitution of Poland as an independent State, with "free and secure access to the sea"; territories in-

habited by indubitably Polish populations had been accorded to Poland; and:—

"All territory inhabited by German majorities, save for a few isolated towns and for colonies established on land recently forcibly expropriated and situated in the midst of indubitably Polish territory, have been left to Germany. Wherever the will of the people is in doubt a *plébiscite* has been provided for. The town of Danzig has been constituted as a free city, so that the inhabitants are autonomous and do not come under Polish rule, and form no part of the Polish State. Poland has been given certain economic rights in Danzig, and the city itself has been severed from Germany because in no other way was it possible to provide for that 'free and secure access to the sea' which Germany has promised to concede."

The German counter proposals, it was said, entirely conflicted with the agreed basis of Peace:—

"At the same time, in certain cases the German Note has established a case for rectification which will be made, and in view of the contention that Upper Silesia, though inhabited by a two to one majority of Poles (1,250,000 to 650,000, 1910 German census), wishes to remain a part of Germany, they are willing that the question of whether or not Upper Silesia should form part of Germany or of Poland, should be determined by the vote of the inhabitants themselves."

As to the Saar district, M. CLEMENCEAU said:—

"In regard to the Saar Basin, the *régime* proposed by the Allied and Associated Powers is to continue for fifteen years. This arrangement they considered necessary both to the general scheme for reparation, and in order that France may have immediate and certain compensation for the wanton destruction of her Northern coal mines. The district has been transferred not to French sovereignty, but to the control of the Society of the League of Nations. This method has the double advantage that it involves no annexation, while it gives possession of the coal-field to France and maintains the economic unity of the district, so important to the interests of the inhabitants. At the end of fifteen years the mixed population, which in the meanwhile will have had control of its own local affairs under the governing supervision of the League of Nations, will have complete freedom to decide whether it wishes union with Germany, union with France, or the continuance of the *régime* provided for in the Treaty."

We need not refer in detail to the proposals for the transfer from Germany to Denmark and Belgium of certain territories, in each case "as the result of a decision of the inhabitants themselves, taken under conditions which will ensure complete freedom to vote"; or to the refusal to place the native inhabitants of the German colonies again under Germany's sway:—

"For these reasons the Allied and Associated Powers are satisfied that their territorial proposals are both in accord with the agreed basis of Peace and are necessary to the future Peace of Europe. They are, therefore, not prepared to modify them except in the respects laid down."

As regards the economic and financial clauses, the German Delegation, it was said, had seriously misunderstood the proposals of the Allied and Associated Powers:—

"There is no intention on the part of the Allied and Associated Powers to strangle Germany or to prevent her from taking her proper place in international trade and commerce. Provided that she abides by the Treaty of Peace, and provided also that she abandons those aggressive and exclusive traditions which have been apparent in her business no less than her political methods, the Allied and Associated Powers intend that Germany shall have fair treatment in the purchase of raw materials and the sale of goods, subject to those temporary provisions already mentioned in the interests of the nations ravaged and artificially weakened by German action. It is their desire that the passions engendered by the war should die as soon as possible, and that all nations should share in the prosperity which comes from the honest supply of mutual needs. They wish that Germany shall enjoy this prosperity like the rest, though much of the fruit of it must necessarily go for many years to come in making reparation to her neighbours for the damage she has done. In order to make their intention clear, a number of modifications have been made in the financial and economic clauses of the Treaty. But the principles upon which the Treaty is drawn must stand."

As regards the Reparation proposals, it was claimed that these confined the amounts payable by Germany to what was clearly justifiable under the terms of the Armistice in respect of damage

caused to the civilian population of the Allies by the aggression of Germany, and the Allied and Associated Powers were not prepared to modify them; but they recognized the advantage of arriving as soon as possible at the fixed and definite sum which should be payable by Germany and accepted by the Allies, and Germany would have the opportunity of surveying the devastated regions and making proposals for a settlement within four months after the signing of the Treaty:—

"If within the following two months an agreement can be reached, the exact liability of Germany will have been ascertained. If agreement has not been reached by then, the arrangement as provided in the Treaty will be executed."

To the request of the German Delegation that Germany should be admitted to the League of Nations as one of the conditions of Peace, the Allied and Associated Powers, the letter said, were unable to accede:—

"In the present temper of international feeling, it is impossible to expect the free nations of the world to sit down immediately in equal association with those by whom they have been so grievously wronged. To attempt this too soon would delay and not hasten that process of appeasement which all desire. But the Allied and Associated Powers believe that if the German people prove by their acts that they intend to fulfil the conditions of the Peace, and that they have abandoned for ever those aggressive and estranging policies which caused the war, and have now become a people with whom it is possible to live in neighbourly good fellowship, the memories of the past years will speedily fade, and it will be possible at an early date to complete the League of Nations by the admission of Germany thereto. It is their earnest hope that this may be the case. They believe that the prospects of the world depend upon the close and friendly co-operation of all nations in adjusting international questions and promoting the welfare and progress of mankind. But the early entry of Germany into the League must depend principally upon the action of the German people themselves."

M. CLEMENCEAU proceeded to justify the Blockade:—

"Blockade is and always has been a legal and recognised method of war, and its operation has always been adapted to changes in international communications. If the Allied and Associated Powers have imposed upon Germany a blockade of exceptional severity, which throughout they have consistently sought to conform to the principles of international law, it is because of the criminal character of the war initiated by Germany and of the barbarous methods adopted by her in prosecuting it."

This seems to be a sufficient summary of the reasons which guided the Allied and Associated Powers in making their Reply to the German Counter-proposals. The specific points in the Reply we shall summarize next week.

(To be continued.)

Correspondence.

Legitimation by Subsequent Marriage.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—In the article on "Legitimation by Subsequent Marriage," the writer appears to hold that a tenant in tail under a settlement of land would be the "eldest son" within the meaning of the settlement if he had been legitimatised by the law of his father's domicile. I think this is good law; but the point has not been explicitly decided. Why should a parent not "legitimate" a child, and why should we put up with absurd terms like "legitimise" and "legitimatised"?

E. S. P. H.

Mr. Justice Darling, says the *Times*, on 19th June sentenced Sydney James Ellis, 54, solicitor, of Watford, at Hertford Assizes, to 20 months' imprisonment in the second division for defrauding the Watford Mortgage and Land Investment Society by causing Ezra Tompkins Wilks to sign a cheque for £800 and converting the money to his own use. Ellis pleaded "Guilty." There were other charges of converting various sums, amounting in all to about £5,591, received on behalf of clients to his own use, and to these Ellis pleaded "Not Guilty." Sir Marshall Hall, K.C., for the prosecution, accepted the plea in the first case and did not proceed with the other cases. Ellis held numerous public appointments, including clerk to the justices, churchwarden, and senior member of the district council. It was stated that none of the clients in the other cases would suffer, as the money had been paid by the father of Ellis's partner.

CASES OF LAST SITTINGS

Court of Appeal.

WILD v. SIMPSON. No. 2. 10th April; 4th June.

SOLICITOR—BILL OF COSTS—ORIGINAL RETAINER LEGITIMATE—VARIATION BY SUBSEQUENT CHAMPERTOUS AGREEMENT—ILLEGALITY—WHETHER ACTION WAS MAINTAINABLE ON ORIGINAL RETAINER.

In 1908 the defendant's brother J. S. sued the defendant G. D. S., who counter-claimed. The defendant gave the plaintiff a retainer, and agreed to pay out of pocket expenses and £2 a week on account of profit costs. On 23rd October, 1911, the plaintiff and the defendant entered into the following agreement: "(1) G. D. S. to pay £60 on this date generally on account of costs other than the costs of the counter-claim. . . . (2) To provide all out of pockets in the counter-claim. . . . (3) In the event of G. D. S. recovering more than sufficient to pay his creditors in full and all legal expenses, then G. D. S. will pay 10 per cent. on the first £10,000 and 5 per cent. on the balance. (4) W. W. (the plaintiff) agrees to conduct the counter-claim. . . . and will not look to G. D. S. for any costs of the counter-claim except out of pockets, in the event of J. S. winning the action." To the bills of costs the defendant raised two defences: (1) that the plaintiff by reason of the agreement of 1911 had agreed not to make any charges for his services in the action of S. v. S., and (2) that the plaintiff could only sue on the agreement for costs alleged to be due in that action, and that, as the agreement was champertous, the plaintiff could not recover anything. Rowlatt, J., decided these points in the plaintiff's favour. The defendant appealed, and there was a cross appeal by the plaintiff.

Held, by Bankes and Atkin, L.JJ., that on the true construction of the agreement the only event in which the plaintiff was not to be entitled to profit costs was in the event of J. S. winning the action, and (2) the original retainer still continued after and in spite of the agreement of 1911. The original retainer, which was a perfectly proper retainer, was varied by the agreement of 1911, and without the aid of that agreement the plaintiff could not recover. That agreement, admittedly champertous, tainted with illegality the claim as regarded the costs in the action of S. v. S., and therefore the judgment of Rowlatt, J., in so far as it related to those costs, must be set aside, but the rest of the judgment would stand.

Duke, L.J. (dissenting), was of opinion that, notwithstanding the champertous nature of the agreement of 1911, the plaintiff could sue the defendant on the original retainer, and did not require therefore to rely on the agreement to establish his case.

Appeal by G. Darlington Simpson from an order of Rowlatt, J., in chambers. The facts sufficiently appear from the judgment.

BANKES, L.J., said that the action was brought by a solicitor to recover the balance on twenty-three separate bills of costs. The defendant pleaded that the Statute of Limitation applied to a number of the bills. On the claim for the amount of the bills of costs in *Simpson v. Simpson*, as to which the Statute was not pleaded, the defendant raised two defences. He alleged that on the true construction of an agreement made between himself and the plaintiff on 23rd October, 1911, the plaintiff had agreed not to make any charge for his services in that action. He alleged also that the plaintiff could only sue on the agreement of 1911 for costs alleged to be due in that action, and that, as that agreement was champertous, the plaintiff could not recover anything. In 1908 the defendant's brother brought an action against him. The defendant wished to counter-claim for a large sum. He asked the plaintiff to be his solicitor. The plaintiff agreed. The defendant was apparently in embarrassed circumstances, and an arrangement was made that the defendant, in addition to finding out-of-pocket expenses, should pay to the plaintiff £2 a week on account of profit costs. The plaintiff acted under that retainer as the defendant's solicitor on the record. So matters continued down to October, 1911. During that period the defendant was adjudicated bankrupt, and the plaintiff had apparently found difficulty in getting any moneys required for out-of-pocket expenses in the various matters in which he was acting for the defendant. [His lordship then referred to the terms of the agreement as outlined in the head note.] The first question was whether upon the true construction of clauses 3 and 4 of the agreement the plaintiff undertook not to make any charge for profit costs. The provision that the plaintiff, in the event of John Simpson's winning the action, was not to receive any costs other than "out-of-pockets" appeared to provide for the event, and for the only event in which the plaintiff was not to be entitled to his profit costs. As the event did not happen, the defendant was rightly held to have failed by Rowlatt, J., on this point. The other question on this agreement raised a matter of importance and difficulty. The agreement was admitted to be a champertous agreement, and as such unenforceable. He was not prepared to agree with Rowlatt, J.'s, view that the consideration for the agreement was a lawful consideration. Section 11 of the Attorneys and Solicitors Act, 1870, was inserted to provide against champertous agreements with solicitors: *Jennings v. Johnson* (L. R. 8 C. P. 425) and *Re the Attorneys and Solicitors Act, 1870* (L. R. 1 Ch. D. 571). He could not regard either the promise of a solicitor to act as a solicitor in an action upon champertous terms, or the work done under such a promise, as a good consideration: see *Brett, M.R., in Herman v. Jerichney* (15 Q. B. D.,

at p. 561). The material question here was whether the plaintiff was entitled to recover his costs in the action of *Simpson v. Simpson* without any aid from the champertous contract of 1911. If the plaintiff could not recover without such aid he was not entitled to succeed: see *Simpson v. Bloss* (7 Taunt., at p. 249), and per A. L. Smith, J., in *Scott v. Brown* (1892, 2 Q. B., at p. 734). In the present case the plaintiff sued on his original retainer. It was the defendant who set up the agreement as an answer to the claim. The original retainer still continued after and in spite of the agreement of 1911. He did not think in the events which had happened the plaintiff's right to profit costs under his original retainer was extinguished by the agreement. The original retainer might, however, be so varied by the agreement that the plaintiff's cause of action might not be complete without reference to that agreement. It was there that the plaintiff's difficulty lay. After the making of the agreement it became an essential part of the plaintiff's cause of action that he should negative the event in which he was to get no costs—namely, the event of John Simpson's winning the action. The original retainer was to that extent varied by the subsequent agreement of 1911, and the plaintiff could not recover without its aid. Therefore the plaintiff's claim, so far as it related to the costs in *Simpson v. Simpson*, was tainted with illegality, and for that reason the plaintiff was not entitled to recover. His lordship referred to *Grell v. Levy*; the decision, as reported in 16 C. B. N. S. 73, was difficult to understand, and there was a fuller report to be found in 12 W. R. 378. It was clear from that report that the client was seeking to compel the solicitor to hand over money received by him in the action. That was not the case here; the facts did not admit of the introduction of any equitable doctrine which would assist the plaintiff. Having dealt with the question of limitation, his lordship took the view that Rowlatt, J., did, that a certain payment by the defendant was a payment generally against liability and not confined to the bill of costs relating to the action of *Simpson v. Simpson*. In his opinion the appeal succeeded so far as the claim to the costs in *Simpson v. Simpson*, and as to those costs the judgment would be set aside. The rest of the judgment for the plaintiff would stand.

DUKE, L.J., differed. The action was to recover moneys which the plaintiff alleged to be due to him for work done and moneys paid by him under the defendant's retainer of him as a solicitor. As to some of the bills of costs of small amount the defendant relied upon 21 Jac. 1, c. 16. As to bills amounting in all to upwards of £2,900 he set up the agreement of 23rd October, 1911, upon which he founded two contentions: (1) that it precluded any claim except for out-of-pocket expenses and counsel's fees, which had been paid, and (2) that the agreement was champertous, and so rendered the plaintiff's services in the action unlawful, and disentitled him to any remuneration. As to the question of some of the claims being barred by the Statute of Limitations, he agreed with the view of the learned Judge. The learned Judge held, further, that upon the true construction of the agreement of 1911, it was not an agreement to do the work in question for out-of-pocket expenses and counsel's fees. Clause 3 of the agreement recognized that, if the defendant were to succeed in the proceedings in question he would have legal expenses to pay, and that these would include legal expenses not necessarily recoverable from his antagonist. The provision in clause 4, that "in case the defendant fails" the plaintiff would not look to him for any costs beyond out-of-pockets, seemed to his lordship to mean that, if the defendant succeeded, he would pay the plaintiff's costs. Incidentally it had the effect also of affirming inferentially the continuance of the relation of solicitor and client under the retainer of 1908. He thought with the learned Judge that the document contained no agreement limiting the plaintiff's claim, in the events that had happened, to his out-of-pocket expenses and counsel's fees. The bargain made in 1911 was, however, clearly champertous and illegal, and the defendant contended that it rendered the whole services of the plaintiff a series of illegal acts. If this contention were well founded, the consideration moving from the plaintiff was bad in law, and the character of the several promises of the defendant and the question of their divisibility would become immaterial. His lordship repeated the facts, and said he was of opinion that the retainer of the plaintiff by the defendant made in 1908 was not determined by the agreement made in 1911, and that it continued to be of full effect at all material times. It modified the terms of remuneration, but did not alter the obligation of service. These remained what they had always been. The solicitor was not newly employed. He consented to continue his services. The question was whether the new agreement so operated as to convert the old relationship of solicitor and client into an illegal relationship, and, if it did not, whether the defendant's several promises of remuneration were so inter-dependent that no valid claim could be made upon either of them. The defendant to succeed in the action had to shew, to quote the words of Lord Mansfield in *Johnson v. Johnson* (1 Cowper, 341), that the plaintiff's cause of action arose "ex turpi causa, or from the transgression of a positive law of this country." It did so arise if the series of acts in respect of which the plaintiff claimed his costs were acts of illegal maintenance. But to make out this illegality it was necessary that the defendant should establish the existence of a rule of law whereby a champertous bargain between solicitor and client converted the retainer of the solicitor into an unlawful agreement, such, for example, as would exist where litigation was being knowingly carried on to effect a fraud. The conclusion he came to was that the plaintiff had properly been held to be entitled to enter final judgment against the defendant without qualification. He thought, therefore, that the words complained of, which had no specific or

definite operation on the relative rights of the parties, should be struck out. There should be no costs of this appeal.

ATKIN, L.J., read a judgment in which he concurred with the opinion expressed by Bankes, L.J. Appeal allowed.—COUNSEL, for the plaintiff, J. B. Matthews, K.C., and Pritt; for the defendant, Schwabe, K.C., and Harney. SOLICITORS, Wild & Co.; Jackson, Stowell & Curran.

[Reported by ENKIN REID, Barrister-at-Law.]

High Court—Chancery Division.

HEPWORTH MANUFACTURING CO. (LIM.) v. RYOTT.

Asbury, J. 23rd May.

RESTRAINT OF TRADE—CONTRACT BY FILM ACTOR TO ACT UNDER PSEUDONYM—PSEUDONYM TO BE PROPERTY OF EMPLOYER—ACTOR'S REPUTATION ACQUIRED UNDER PSEUDONYM—RIGHT TO PREVENT USER OF PSEUDONYM AFTER QUITTING EMPLOYMENT.

Where a film-producing company entered into an agreement with a film actor to act under a pseudonym, and a clause of the agreement provided that the pseudonym was to be the property of the company, and that upon the determination of the agreement the actor was not to use the pseudonym, and the actor acquired a reputation before the public under that pseudonym,

Held, that the plaintiff company, by insisting on the use of the pseudonym, had clothed the defendant with that name before the public, and could not now restrain him from using it, as such a restraint would be inconsistent with his freedom to earn his living as best he could.

Herbert Morris (Limited) v. Saxelby (1916, 1 A. C. 688) applied.

The real object of such a contract is to restrain competition, and as such is unenforceable.

Vernon v. Hallam (1886, 34 Ch. D. 748) distinguished.

The plaintiffs are a film-producing company, and the defendant was employed as an actor by them. At first he acted in his own name, but was later employed under agreements requiring him to use the pseudonym of Stewart Rome, and such agreements provided that the right to the use of the pseudonym Stewart Rome should be the sole property of the company, and on the determination of the agreement the artist should not use it. The defendant acquired a reputation as Stewart Rome. When he returned from service in the Army he could not agree terms with the plaintiff company, and accordingly entered the employment of another company, and acted under the pseudonym of Stewart Rome, receiving a salary of £20 a week, whereas, on the evidence, if he could not use the pseudonym Stewart Rome his market value would only be £7 a week. The plaintiff company accordingly started this action for an injunction. They contended (*inter alia*) that the contract was not in restraint of trade, as the defendant could act in any other name, and referred to *Vernon v. Hallam* (1886, 34 Ch. D. 748). They further contended that if it were in restraint of trade, the restrictions were reasonable. The defendant contended that the contract was in restraint of trade, and merely designed to restrain competition, and referred (*inter alia*) to the cases cited in the judgment below.

ASBURY, J., after stating the facts, said: To the public the defendant has become Stewart Rome as effectually as if he had changed his name by deed poll. By insisting on the pseudonym, the plaintiffs have effected this result. As Stewart Rome he acquired a high wage-earning capacity; shorn of that name his market value would be considerably decreased until such time as, by beginning life again, he could re-establish his hold on the public. This fact would either enable the plaintiffs to retain his services at an inadequate salary, or would compel him to accept far less than his market value elsewhere until he re-established his reputation *de novo*. The cases of *Mason v. The Provident Clothing and Supply Co.* (1913, A. C. 724), and *Herbert Morris (Limited) v. Saxelby* (1916, 1 A. C. 688) establish the proposition that a restraint inconsistent with the freedom of an employee to earn his living as best he can is, with certain exceptions, invalid. The law refuses to enforce agreements in which the right to bargain has been used so as to afford more than reasonable protection to the covenantor. That protection must fall far short of tyranny. The exceptions include the protection of trade secrets and the prevention of soliciting old customers. They do not include protection from competition or protection against the use of personal skill and knowledge acquired in the employment. A man's skill and ability are not, and cannot be, the master's property. They are part of the man himself. These propositions are not confined to restraint of trade cases, but are of general application: see *Horwood v. Miller's Timber and Trading Co.* (1917, 1 K. B. 305). The present contract, however, is in partial restraint of trade, and is both tyrannous and oppressive. *Vernon v. Hallam* (1886, 34 Ch. D. 748) was a case of the sale of goodwill, and the covenant not to use the name was unobjectionable. The language of the judge must be read with the particular facts. In the present case the contract is in restraint of trade and is wider than is necessary to protect the plaintiffs. Its real object is to restrain competition, and as such it is unenforceable. The agreement that the pseudonym is to be the plaintiffs' property is useless after they have merged it in the identity of the defendant. They cannot exercise their dominion through any other nominee. They can use the name in

connection with their present films, but that is as proprietors of the films, not of the name. If the plaintiffs had been right in their contention, a similar covenant precluding the use of the defendant's original name of Ryott would be enforceable, but that is unarguable. For these reasons the contract, whether in restraint of trade or not, is unenforceable.—COUNSEL, Mickleth, K.C., Hon. Frank Russell, K.C., and Dighton Pollock; Patrick Hastings, K.C., and H. E. Wright. SOLICITORS, William Percy Gullett; Romer & Skan.

[Reported by L. M. MAY, Barrister-at-Law.]

Re VISCOUNT MOUNTGARRET. VISCOUNT MOUNTGARRET v. INGLEY AND OTHERS. P. O. Lawrence, J. 21st May; 5th June.

WILL—CONSTRUCTION—REAL ESTATE—LIMITATIONS TO UNBORN PERSONS—ESTATE FOR LIFE OR IN TAIL—REMOVENESS.

Freeholds were devised to trustees in trust for A. for life, remainder to B. for life, "and after his death upon trust for the use of his first and other sons in tail male for the respective terms of their respective lives successively, and in remainder one after the other, so that such son only as should be entitled to and bear the title of Viscount Mountgarret shall be entitled to such rents and profits."

Held, that the true effect of such a devise was to create estates in tail male and not merely life estates in the first and other sons successively of B.

Doe v. Stenlake (1810, 12 East, 515) and *Hugo v. Williams* (L. R. 14 Eq. 224) applied.

This was a summons taken out by the next friend of the infant sixteenth Viscount Mountgarret to discover the effect of the wills of some earlier Viscounts. The facts were as follows: The thirteenth Viscount made a will devising his freeholds in Ireland to trustees upon trust for his son Henry for his life, with remainder to his grandson Edmund for life, "and after his death upon trust for the use of his first and other sons in tail male for the respective terms of their respective lives successively, and in remainder one after the other, so that such son only as should be entitled to and bear the title of Viscount Mountgarret should be entitled to such rents and profits. And, in default of such issue, upon trust as hereinafter set out for the holder for the time being of the Mountgarret title, and in the event of such title becoming extinct, then upon trust to convey the said estates to my right heirs living at the death of the last holder of the said title." And the testator devised to his son Henry the residue of his real estates. The Mountgarret title was created in the reign of King Edward VI., by letters patent, conferring upon Sir Richard Butler, the second son of the then Earl of Ormonde, the dignity of Viscount Mountgarret in the peerage of Ireland. The title was conferred upon him to hold the same unto him and the heirs male of his body. In 1900 the thirteenth Viscount died, and his son Henry became the fourteenth Viscount. The fourteenth Viscount married twice, and by his first wife he had an only son, the said Henry, and three daughters. By his second wife he had one son, who was born in 1903, and is the present Viscount. The fourteenth Viscount, by his will, devised all his real estates to trustees upon trusts under which the plaintiff was given a protected life interest contingent on attaining the age of twenty-five years, with limitations over. The fourteenth Viscount died in 1912, and his son, the said Edmund, became fifteenth Viscount, and died in 1918 without issue, and the plaintiff became the sixteenth Viscount. Questions arose on the construction of the wills of the thirteenth and fourteenth Viscounts. The sixteenth Viscount claimed that, under the will of the thirteenth Viscount, he took either an estate in tail male or an estate for life in the Irish estates. The parties claiming under the will of the fourteenth Viscount claimed that all the limitations in the will of the thirteenth Viscount, after the life estate given to Edmund, infringed the rule against perpetuities, and were void for remoteness, or that at most the sixteenth Viscount had only an estate for life, and that these Irish estates passed under the residuary gift in that will to the fourteenth Viscount, and accordingly followed the trusts of his will.

P. O. LAWRENCE, J., after stating the facts, said, in the course of a considered judgment: The true effect of the devise is to create estates in tail male and not merely life estates in the first and other sons successively of the fifteenth Viscount Mountgarret, for the reasons given in the cases of *Doe v. Stenlake* (*supra*) and *Hugo v. Williams* (*supra*), and consequently the gift over in default of male issue of the fifteenth Viscount is not void for remoteness, and it accordingly becomes necessary to construe that gift. The predominant intention of the testator was that the Irish estates should devolve with the Mountgarret title, which was limited to the heirs male of the body of the first Viscount, and in my judgment the expression "on the title becoming extinct" means "on the failure of the heirs male of the body of the first Viscount." If that is so, the gift to the holder for the time being of the title means, in the events which have happened, a gift to the plaintiff without any particular limit as to the duration of the estate to be taken by him, followed by a gift over on the failure of the heirs male of the body of the first Viscount. Such a gift operates as a gift to the plaintiff, and the heirs male of the body of the first Viscount, and the plaintiff, being the heir male of the body of the first Viscount by lineal descent, takes an estate in tail male, which is descendible or transmissible, not only to the heirs male of his body, but also (on failure of such issue) to collateral relatives who are heirs male of the body of the first

Viscount (see *Ferne on Contingent Remainders*, 10th ed., at p. 82; *Challis on Real Property*, 3rd ed., at p. 298).—COUNSEL, *Jenkins, K.C.*, and *F. E. Farrer*; *Ward Coldridge, K.C.*, and *Dighton Pollock*; *Percy Wheeler*. SOLICITORS, *Evans, Wadham & Co.*

[Reported by L. M. MAX, Barrister-at-Law.]

High Court—King's Bench Division.

GROCOCK v. GROCOCK. Div. Court. 14th and 15th May.

HUSBAND AND WIFE—DESERTION BY HUSBAND—ORDER FOR MAINTENANCE—CLAIM FOR ARREARS—DISCRETION OF JUSTICES TO MAKE THE ORDER—ORDER FOR PART PAYMENT—ABOLITION OF SIX MONTHS' TIME LIMIT—OPERATION—RETROSPECTIVE—BASTARDY LAWS (AMENDMENT) ACT, 1872 (35 & 36 VICT. C. 65), s. 4—SUMMARY JURISDICTION (MARRIED WOMEN) ACT, 1895 (58 & 59 VICT. C. 39), s. 9—CRIMINAL JUSTICE ADMINISTRATION ACT, 1914 (4 & 5 GEO. 5, C. 58), s. 32.

A married woman, in 1912, obtained an order for maintenance under section 9 of the Summary Jurisdiction (Married Women) Act, 1895, and section 4 of the Bastardy Laws (Amendment) Act, 1872. In 1918 she claimed arrears due for the whole of this time, with the exception of two weeks.

Held, (1) that the magistrate had discretion either to make or to refuse the order for payment of arrears; (2) that his discretion was limited to making or refusing the order altogether, and that he had no discretion to order only a portion of the arrears to be paid; (3) that he could not order the payment of arrears due more than six months before the Criminal Justice Administration Act, 1914, came into operation on the first day of December, 1914; (4) that section 32 of this Act, which abolished the time limit of six months under section 11 of the Summary Jurisdiction Act, 1848, in the case of orders enforceable in the same manner as orders of affiliation, is not retrospective.

Case stated by a metropolitan magistrate. On 4th November, 1918, an information was preferred by Mrs. Grocock, the respondent in this appeal, against her husband, the present appellant, under section 9 of the Summary Jurisdiction (Married Women) Act, 1895, and section 4 of the Bastardy Laws (Amendment) Act, 1872, claiming £209 from her husband for arrears under an order made on 9th January, 1912, by a court of summary jurisdiction sitting at Sheffield, under sections 4 and 5 of the Act of 1895, that the husband should pay to the wife 15s. a week. The information was heard and determined by the magistrate, who ordered the appellant to pay to the respondent the amount of such arrears. There were three children of the marriage, all under sixteen years of age. The order made in 1912 by the Sheffield justices under sections 4 and 5 of the Summary Jurisdiction (Married Women) Act, 1895, declared that the appellant had since 11th October, 1911, deserted the respondent, and directed that the legal custody of the children should be committed to the respondent. The appellant paid to the respondent 30s. for two weeks' maintenance under the order, but before the date for the third week's payment the respondent left the three children in the custody of the appellant and removed to London, leaving no address with the appellant. The appellant was at that time, and had been since, living in Birmingham, and the three children had lived with him, and been supported by him. He had not had any communication with the respondent from 1912 until the service of the summons in 1918, and he had not known the respondent's address. No application for payment had been made by her, and no previous proceedings had been taken to enforce the order of 7th January, 1912. It was contended for the respondent that she was entitled, under section 32 of the Criminal Justice Administration Act, 1914, to recover the whole of the arrears of maintenance under the order of January, 1912. On behalf of the appellant, it was contended (a) that section 32 of the Act of 1914, which came into operation on 1st December, 1914, was not retrospective, and did not give the respondent the power to enforce the arrears before 1st June, 1914, as that date was a period of six months before the passing of the Act of 1914; (b) that as the appellant had maintained the three children to the benefit of the respondent from January, 1912, to the date of the proceedings, the cost of such maintenance should at least be deducted from any amount ordered to be paid by the appellant to the respondent; and (c) that the magistrate was entitled to take into consideration what had happened since the making of the order of January, 1912, and that the enforcement by the magistrate under section 9 of the Summary Jurisdiction (Married Women) Act, 1895, and section 4 of the Bastardy Laws (Amendment) Act, 1872, of the sums due under the order of January, 1912, was discretionary: *Davies v. Evans* (9 Q. B. D. 238). The magistrate thought he had no discretion in the matter, but was bound to make an order for payment of the whole amount, and accordingly did so. The Criminal Justice Administration Act, 1914, s. 30, sub-section 3, is: "Any order made either before or after the commencement of this Act by a Court of Summary Jurisdiction for the periodical payment of money may, upon cause being shewn upon fresh evidence to the satisfaction of the court, be revoked, revived, or varied by a subsequent order." By section 32, sub-section (1), of the Act: "It is hereby declared that, notwithstanding anything in section 54 of the Summary Jurisdiction Act, 1879, the provisions of section 14 of the Summary Jurisdiction Act, 1848 (which relate to the time within which such summary proceedings are to be taken), do not apply to proceedings for enforcing the payment of sums adjudged to be paid by an order in any matter of bastardy, or by an order enforceable as an order of affiliation."

DARLING, J.—The court had to decide whether (1) the magistrate was bound to make the order he made, or whether he had a discretion with regard to it; (2) if he had a discretion to make, or not to make, the order, whether he had a further discretion to award the full amount of the arrears, or to award only a portion of them. He was of opinion that the Criminal Justice Administration Act, 1914, was not retrospective. Before the Act only six months of arrears could have been recovered. There was nothing in the section to support the argument of the respondent; and the words of the Interpretation Act, 1889, shewed that the Legislature intended the section to be prospective, and not retrospective. It was contended for the appellant that the magistrate had a discretion either to make or to refuse to make the order for arrears under section 4 of the Act of 1872. The magistrate came to the conclusion that he was bound to make the order: *Davies v. Evans* (9 Q. B. D. 238), where the Court was divided in opinion. Grove, J., held there was a discretion, and he (Darling, J.) thought this was right, and that section 4 of the Act of 1872 gave the magistrate a discretion either to make or not to make an order. But he was further of opinion that the magistrate's discretion was limited either to making or not making the order for the whole arrears, and that he had no discretion to order the payment of a portion only. The appellant had a remedy under section 30, sub-section (3), of the Criminal Justice Administration Act, 1914, which provided that: "Any order made either before or after the commencement of this Act by a court of summary jurisdiction for the periodical payment of any sum of money may, upon cause being shewn upon fresh evidence to the satisfaction of the court, be revoked, revived, or varied by a subsequent order." The appellant could get the order varied under that sub-section; and the magistrate could then exercise his discretion to order, or not to order, the payment of the arrears. As he had already decided that the Act was not retrospective, it followed there was no power to enforce the arrears prior to June, 1914. The case must be remitted to the magistrate.

AVORY, J., and SALTER, J., delivered judgments to the same effect.—COUNSEL, *Whiteley*, for the appellants; *H. W. Wickham*, for the respondent. SOLICITORS, *W. H. Pitman*, for *Chambers & Son*, Sheffield; *W. Gipps Kent & Son*.

[Reported by G. H. KNOTT, Barrister-at-Law.]

Throughout North Wales and Shropshire farmers have combined against giving a draft allowance of two pounds of wool in every hundredweight, maintaining that this old custom should cease. Recently the Oswestry Farmers' Union brought about a postponement of Oswestry wool sale, and in other places sales have been postponed. Some auctioneers have decided to sell according to customers' wishes with or without draft allowance.

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New Orders, &c.

War Orders and Proclamations, &c.

The London Gazette of 20th June contains the following:—

1. An Order in Council, dated 20th June, further amending the Exportation Prohibition Proclamation of 10th day of May, 1917, and made under Section 8 of the Customs and Inland Revenue Act, 1879, and Section 1 of the Exportation of Arms Act, 1900, and Section 1 of the Customs (Exportation Prohibition) Act, 1914. The item Aircraft and Accessories is repealed in Class (A), with the exception of balloons, and a few other changes are made.

The London Gazette of 24th June contains the following:—

2. A Treasury Notice, dated 24th June, with respect to the Loan of Securities to the Treasury (Scheme B), that the Treasury have decided to exercise the option, under Clause 3 of Scheme B, of returning certain specified securities in the half-year ending 31st March, 1920, on the dates stated in the notices to depositors, from which dates the additional allowance will cease.

3. A further Notice that licences under the Non-Ferrous Metal Industry Act, 1918, have been granted to certain companies, firms and individuals. The present list contains ten names.

Food Orders.

Notice of Revocation.

In exercise of the powers conferred upon him by the Defence of the Realm Regulations and of all other powers enabling him in that behalf, the Food Controller hereby revokes as from the 27th May, 1919, the Orders mentioned in the Schedule, but without prejudice to any proceedings in respect of any contravention thereof.

27th May, 1919.

The Schedule.

S.R. and O., No. 510 of 1917, as amended by No. 294 of 1918. The Cheese (Requisition) Order, 1917.

No. 1247 of 1917. The Dutch Cheese (Prices) Order, 1917.

No. 358 of 1918. The Dutch Cheese (Requisition) Order, 1918.

THE SUGAR (SALES FOR IRELAND RETURNS) ORDER, 1917.
THE SUGAR (DOMESTIC PRESERVING) ORDER, 1918.

Notice of Revocation.

In exercise of the powers conferred upon him by the Defence of the Realm Regulations and of all other powers enabling him in that behalf, the Food Controller hereby revokes as from the 27th May, 1919, the Sugar (Sales for Ireland Returns) Order, 1917, and the Sugar (Domestic Preserving) Order, 1918, but without prejudice to any proceedings in respect of any contravention thereof.

27th May, 1919.

ORDER AMENDING THE INTOXICATING LIQUOR (OUTPUT AND DELIVERY) ORDER 1919.

1. The Intoxicating Liquor (Output and Delivery) Order, 1919, as amended by an Order dated the 30th April, 1919 [S. R. & O. Nos. 104 and 518 of 1919], shall be further amended by the substitution in Clauses 1 and 2 of the words "120 per cent." for the words "75 per cent."

2. Copies of the Intoxicating Liquor (Output and Delivery) Order, 1919, hereafter to be printed under the authority of His Majesty's Stationery Office shall be printed with the substitution hereby provided for, and the Order shall, in its application to the quarter beginning on the 1st April, 1919, and to every succeeding quarter to which it applies, be read and take effect as hereby amended.

27th May.

THE IMPORTERS (RETURNS) ORDER, 1918.

Notice.

The Food Controller directs that on and after 29th May, 1919, the above Order shall apply only to cheese, and that the prescribed returns relating to cheese shall be made to the Cheese Section, Ministry of Food, County Hall, London, S.E. 1.

29th May.

The following Orders have also been issued:—

Order amending the Canned Fish (Retail Prices and Distribution) Order, 1918. 20th May.

Order amending the Rice (Retail Prices) Order, 1918. 27th May.

Societies.

The Law Society.

ANNUAL GENERAL MEETING.

The annual general meeting of the members of this society will be held at the Society's Hall (Chancery-lane entrance), on Friday, the 11th July, 1919, at 2 p.m.

The following are the provisions of Bye-law 15 as to the business to be transacted at an annual general meeting, namely:—

"The business of an annual general meeting shall be the election of president, vice-president, and members of council, as directed by the

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Charter, and also the election of auditors; the reception of the accounts submitted by the auditors for approval, the reception of the annual report of the council, and the disposal of business introduced by the council, and of any other matter which may consistently with the Charter and bye-laws be introduced at such meeting."

Sir Walter Trower will move:—

"That in view of the pledge of the Prime Minister to remove all existing inequalities of the law as between men and women, and to ensure for women the opportunities they seek in our schools and Universities to fit them for the trades and professions in which they can suitably engage, they be admitted to the Society's lectures and classes."

Sir Kingsley Wood, M.P., will move:—

"That it is desirable that at an early date the valuable and ancient rights of litigants to trial by jury which were suspended by the Juries Act, 1918, shall be restored to them."

Mr. James Dodd will move:—

"That it is in the public interest that solicitors should have audience in all courts co-equal with barristers."

Mr. E. A. Bell will move:—

"That the Council be requested forthwith to recommend to the Rule Committee that Order 65, rule 27, regulation 38a, be amended by a regulation to be known as 38a (1) as follows:—

"A party claiming costs shall if he think fit be entitled to bring in a schedule of disbursements and a precis disclosing the nature, interests and value involved, and the other circumstances, of the proceedings in respect of which his costs have been incurred, together with production of vouchers shewing his disbursements, and that the Taxing Master upon the application of the party claiming such costs shall, without requiring the delivery of an itemed bill of costs, assess the costs at a gross sum."

Mr. Henry Anderson will move:—

"That having regard to—

"(a) the enhanced cost of all office expenditure and personal and family maintenance,

"(b) the depreciated value of the currency and burdensome taxation,

"(c) the increases of salaries and wages of all classes of the people,

this meeting desires the Council to take all proper and necessary steps without delay to obtain permanent adequate increases of remuneration for all professional services rendered."

[We shall print next week the names of the candidates nominated to fill the thirteen vacancies in the council, and in the offices of president, vice-president, and auditors, with the names and addresses of their nominators.]

RECEPTION OF THE TEACHING STAFF.

A large number of students, past and present, and guests, attended a reception by the members of the teaching staff in the Common Room and Library on Monday evening last, placed at the disposal of the gathering by the Council. The vice-president (Mr. W. Arthur Sharpe) was in the chair, and Mr. Justice Eve, the Solicitor-General for the Commonwealth of Australia (Sir Robert Garran), the chairman of the Legal Education Committee (Mr. J. W. Budd), and other members of the Council, representatives of the American and Colonial Forces, and other guests were present.

A musical programme was provided. At the close of the first part, which consisted of vocal and instrumental items by past and present students, representatives of the teaching staff and American students, and others, Mr. W. S. Jones, a former student, expressed the appreciation of students of the efforts of the Council and the Principal and teaching staff for the welfare of law students, and in particular for the

opportunity of reuniting on that occasion. The chairman, in reply, expressed first the great regret felt by all present at the absence of the President and the Principal, the former owing to distance from town and the latter owing to ill-health. In welcoming the guests of the evening, he referred specially to the great pleasure which had been felt by the Council and the Teaching Staff at the opportunity of meeting, in the lecture rooms and social rooms, the representatives of the American and Colonial Forces. He expressed the firm conviction that the friendships formed upon the battlefield and cemented in the calmer atmosphere of the Society's Hall would never be broken.

Mr. Justice Eve, in expressing his gratification at being present, referred to the auspicious day on which the reception was held. He expressed the hope that a permanent and sound peace might continue, but thought that possibly there might be occasions when certain disputes might not be capable of adjustment by the arbitrament of the Chancery Division, and advocated, as the surest road to peace, an adequate preparation for war. He advocated having recourse to the arbitrament of the Courts (but not to arbitration), whenever possible, but said that we must always be ready to fight if need be, as nothing was more certain than that England always would be, as she had been, the champion of the oppressed.

Captain Whitney, of the American Expeditionary Forces, a student of the Society, expressed, on behalf of himself and his fellow American students the great pleasure which they had felt at mixing with the Society's students in the lecture rooms and social rooms, and claimed that the former cousinly relationship between the two nationalities had become the nearer relationship of brotherhood.

The Solicitor-General for the Commonwealth of Australia (Sir Robert Garran) thanked the Society for the welcome extended to Australian students, and referred to the former association of the Principal with the Australian Commonwealth.

After refreshments had been taken in the Library, the gathering was entertained by Mr. Herbert J. Collings (of the Inner Magic Circle) with a highly interesting performance of drawing room magic. The proceedings terminated with the National Anthem.

The Lancaster Equity Bar.

The Vice-Chancellor of the Duchy and County Palatine of Lancaster (Mr. R. B. Lawrence, K.C.) was entertained to dinner on Saturday evening, the 21st June, at the Exchange Hotel, Liverpool, by the members of the Bar of the Palatine Court. Mr. Courthope Wilson, K.C., presided, and there was a large attendance of members of the Chancery Bar from Manchester and Preston, as well as Liverpool, together with the registrars of the Court.

Women Magistrates.

In the House of Lords, on Wednesday, the Justices of the Peace (Qualification of Women) Bill was read a third time.

On the motion that the Bill be passed, Lord Strachie, says the *Times*, moved an amendment inserting a qualifying age of thirty years. He pointed out that in unpleasant cases it was undesirable that young unmarried women should adjudicate. With reference to the argument that this would create an inequality in the sexes, he said that the former practice of appointing young men of twenty-one or twenty-two as justices of the peace had fallen into desuetude.

Earl Beauchamp said that it was unfortunate that when they were trying to sweep away the barriers between the two sexes an attempt should be made to create this one. He had complete confidence in the advisory committee, which he was quite sure would not recommend the appointment of unsuitable women.

The Lord Chancellor hoped that the noble lord would not consider it necessary to carry the amendment to a division. The case which had been apprehended was extremely unlikely to occur. If the Bill became law he should not sanction the appointment of large numbers of women justices. It would be impossible to do so if only for the reason that the bench on the whole was fully manned all over the kingdom. Under these circumstances women who aspired to become justices would receive the honour as and when vacancies occurred. Young women under twenty-five would have to satisfy the advisory committees of their exceptional fitness, and they would also have to satisfy the Lords Lieutenant and the Lord Chancellor. If they were able to satisfy all these persons they would be rather remarkable young women, who would be conceivably a welcome addition to the bench. As long as he occupied the position of Lord Chancellor the noble lord need not fear that there would be any invasion of the bench by women under twenty-five years of age.

The House divided on the amendment, and it was carried by 35 votes against 17.

The Bill then passed.

The Liability of Aircraft Pilots.

At Lincoln Assizes, on 20th June, before Mr. Justice Shearman, Trevor Walter Chater, nineteen, a flight cadet, was acquitted on the charge of the manslaughter of Captain Robert Carspar Dunn and Lieutenant William John Pegg, two convalescent officers, who were driving to a



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hunt meeting at North Ranceby when an aeroplane swooped down on them and killed them.

Edward Labraham, stud groom at Caythorpe Court, who was driving the trap, said that he saw the aeroplane following them on the road. It dived and then for a time disappeared over the Cranwell Aerodrome. When he saw it again the aeroplane was right on top of them. It hit him on the head and he became unconscious. When he recovered he was still in the trap and the two officers were in their places—dead.

The defendant said that he was the pilot. He saw the trap on the road, and went over the aerodrome to give it an opportunity of going forward. He was practising diving, and travelling ninety miles an hour. There was a haystack fifteen yards from the road, and that was his diving objective. He turned and dived for the stack. At that time he saw nothing on the road, but felt a bump. At first he took it for an air bump, but on reflection thought the pressure he felt was too great for that. He turned and searched along and around the road, but saw no trace of the horse and trap. He was informed of what had happened later.

The defence set up was that there was no such culpable negligence as would justify a verdict of manslaughter. A breach of discipline in flying low over the road was not sufficient to establish manslaughter.

The Incest Act.

Mr. Justice Darling had before him last week, says the *Times*, at Hertford Assizes a case in which a father was charged with incest with a girl who was alleged to be his daughter. It raised a law point on which it was said there was no authority.

Mr. Gerald Dodson appeared for the Director of Public Prosecutions; and Mr. B. O. Bircham for the defence.

The prisoner gave evidence that the girl with whom the acts complained of were committed was not his daughter. He said that he had married the girl's mother when the mother was pregnant, and two months after the marriage the girl, whom the prosecution alleged to be his daughter, was born.

The prisoner was charged under section 1 of the Punishment of Incest Act, 1908, which enacts that "any male person who has carnal knowledge of a female person who is to his knowledge his granddaughter, daughter, sister, or mother shall be guilty of a misdemeanour, and upon conviction thereof shall be liable, at the discretion of the Court, to be kept in penal servitude."

In summing up the case to the jury, the learned Judge said that the only question was whether the girl was the daughter of the accused or not. The expression "daughter" meant, according to the Act of 1908, his natural daughter, but the difficulty was that, according to the certificate of marriage and of birth, and according to presumption, the girl undoubtedly was his legitimate daughter, and therefore she might succeed to any estate which he might possess. The case was the first of the kind that had arisen under the Act, because the accused wanted to prove that his daughter was a bastard, and so escape conviction of the crime of incest. The same fact which would prove his innocence would, if proved in appropriate proceedings, disentitle the girl to succeed to his estate.

There had been a great deal of old authority which was not in favour of the law as he was going to lay it down to them. He had had an opportunity of looking at the Poulett peerage case (14 T.L.R., 644; 1903, A.C.), and the conclusion that he had come to was

that the presumption that the child was the child of the accused was a presumption that might be rebutted by evidence, and that there was no reason why that evidence should not be given by the accused himself. It was manifest that whoever was the father, the girl was conceived before the marriage.

The prosecution had given evidence on which the jury might find that the girl was the natural daughter of the accused, but the accused had sworn on oath that she was not. He swore that he had not seen his wife for 2½ years until a day three months before the marriage, and therefore there was evidence of the impossibility of the girl being his daughter. The trouble that he had felt in the case was that if a man accused of incest were to be allowed to go into the witness-box and swear that a child was not his own, he might commonly be supported by his wife, and a great deal of incest would go unpunished. In those cases, however, there would still be the protection of the rule that a parent might not give evidence of infidelity committed during the marriage to bastardize the issue. That, however, did not arise in the present case. The question for the jury was whether the girl was the daughter of the accused by blood or was begotten by another before marriage. If they were satisfied that she was not his daughter in the sense indicated, it was their duty to find the accused "Not Guilty."

The jury found the accused "Not Guilty," and he was discharged.

Legal News.

Information Required.

FRANCE-HAYHURST (OR CLOETE).—Will Wanted.—Any solicitor having made or having knowledge of the will of Mrs. Renee Elizabeth Maynard France-Hayhurst, the wife of Captain William Hosken France-Hayhurst, of Bostock Hall, Middlewich, Cheshire (né Cloete), who died in May last, is requested to communicate with Ather-ton Powys, 6, Lincoln's-inn-fields, W.C. 2.

General.

On Monday in the Probate, Divorce, and Admiralty Division, 206 decrees *nisi* in matrimonial suits were made absolute by Mr. Justice Coleridge.

Mr. Justice P. O. Lawrence, head of the governing body, distributed the prizes at Malvern College last Saturday.

There are 104 persons for trial at the June Sessions of the Central Criminal Court, which were opened by the Lord Mayor at the Old Bailey on Tuesday. An unusual feature in the calendar is a charge of compounding a felony by alleged agreeing for gain to refrain from prosecuting. Twenty-seven persons are accused of bigamy.

It is stated that Lincoln's Inn, at a full Bench Council, have decided against parting with the Erskine Statue, which was entrusted to it 100 years ago as the Inn of the Chancellor and members of his family. The proposal was that the statue of Lord Erskine, now in Lincoln's Inn Library, should be presented by the Inn to the Royal Courts of Justice, so that it might be seen more easily by the public.

The following letter from "Dick Steele" appeared in the *Times* of 21st June:—"In an interesting account which appeared in a recent issue of your paper of the visit of members of the Selborne Society and others to the grave of Joseph Addison in Westminster Abbey reference was made to the fact that 'the inevitable Australian soldier' was amongst those who paid homage to the memory of gentle Mr. Spectator. Perhaps it may be of interest to some of your readers to know that the eldest collateral descendant and heir-at-law of the poet-essayist (there being no descendants in the direct line after the decease of Joseph Addison's only daughter) was Mr. Glentworth Addison, for many years senior metropolitan stipendiary magistrate in Sydney, New South Wales, and often referred to as the Grand Old Man of the magisterial bench in Australia. This Mr. Addison, like his father, the late Colonel Addison, and his younger brother, the late Judge John Addison, K.C., possessed considerable literary ability, and was the close friend of the well-known Australian novelist "Rolf Boldrewood." At least eight of Mr. Glentworth Addison's sons and grandsons volunteered for active service in the Australian Imperial Force soon after the outbreak of war, and took part in hostilities in Gallipoli, Palestine, and France, and some of this family have either visited or are visiting England. It is therefore more than probable that one of this fighting band was the 'inevitable Australian soldier' referred to."

The claim of women to a share in the administration of the law was the subject of a unanimous demand at the annual meetings of the National Council of Women of Great Britain and Ireland at Leicester on Wednesday. The resolution which was passed called on the Government for immediate legislation permitting the wives of men qualified to sit on juries and women so qualified in their own right to serve on grand, special, and common women's juries. There was a further demand that women, if otherwise qualified, should be made eligible to act as justices of the peace. Mrs. Arthur Hutchinson, supporting the resolution, said that they wanted a feminine atmosphere in the courts. They wanted a maternal spirit for the benefit of the children. A satisfactory court for children had yet to be evolved. Women were necessary to protect the children. She had heard of a little girl of eight cross-examined for an hour and twenty minutes. Women were needed to interpose in a case like that. Women could understand the psychology of the child mind in a way in which many of those middle-aged and elderly magistrates could not. In a recent case the combined ages of seven magistrates who were trying a case in which a girl was involved came to over 500 years. They wanted youth on the Bench.


The partnership between E. Fergusson Taylor and F. H. Melhuish, carrying on business as auctioneers at New Barnet, has been dissolved. The business will be carried on in future by Mr. F. H. Melhuish under the style of Fergusson, Taylor & Melhuish. Their London offices are at 3, Budge-row, E.C., and they are opening a branch office at 9, High-street, Barnet, and hope shortly to reopen their offices at Potters Bar, which have been closed during the war.

Messrs. EDWIN FOX, BURNETT & BADDELEY sold the following properties at Winchester House, Old Broad-street, E.C., on 25th June:—57 and 58, Lombard-street, and 12, George-yard, sold for £98,000; 11, George-yard, £20,000; 7 and 8, George-yard, £38,000; 9 and 10, George-yard, not sold; also freehold premises, 20 and 20a, Baker's-row, City of London, sold for £2,000.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON				
Date.	EMERGENCY ROTA.	APPEAL COURT No. 1.	Mr. Justice EVE.	Mr. Justice SARGANT.
Monday June 30	Mr. Borer	Mr. Floxam	Mr. Jolly	Mr. Syngé
Tuesday July 1	Goldschmidt	Borer	Syngé	Bloxam
Wednesday .. 2	Leach	Goldschmidt	Bloxam	Borer
Thursday 3	Church	Leach	Borer	Goldschmidt
Friday 4	Farmer	Church	Goldschmidt	Leach
Saturday 5	Jolly	Farmer	Leach	Church
Date.	Mr. Justice ASTBURY.	Mr. Justice YOUNGER.	Mr. Justice PETERSON.	Mr. Justice P. O. LAWRENCE.
Monday June 30	Mr. Farmer	Mr. Church	Mr. Leach	Mr. Goldschmidt
Tuesday July 1	Jolly	Farmer	Church	Leach
Wednesday 2	Syngé	Jolly	Farmer	Church
Thursday 3	Bloxam	Syngé	Jolly	Farmer
Friday 4	Borer	Bloxam	Syngé	Jolly
Saturday 5	Goldschmidt	Borer	Bloxam	Syngé



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London Gazette.—FRIDAY, JUNE 20.

CENTURY PRESS, LTD.—Creditors are required, on or before July 14, to send their names and addresses, and the particulars of their debts or claims, to Alfred Hyma Moon, Old Serjeant's Inn, 5, Chancery-lane, Liquidator.
LEICESTER FOSSE FOOTBALL CLUB CO., LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before July 20, to send their names and addresses, and the particulars of their debts and claims, to Mr. John F. Beale, 10, Pocklington's Walk, Leicester, Liquidator.
NEW OXYDOL PRODUCTS, LTD.—Creditors are required, on or before July 26, to send in their names and addresses, and particulars of their debts or claims, to W. Stepany Rawson, 23, Fitaroy-st., Liquidator.
STEAM CUTTER COAL AND ICE CO., LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before July 26, to send their names and addresses, and the particulars of their debts or claims, to Mr. F. Fugill, Bank-chmbrs., Parliament-st., Hull, Liquidator.

London Gazette.—TUESDAY, JUNE 24.

ALEXANDER SCOTT, LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before July 31, to send their names and addresses, and the particulars of their debts or claims, to James Arthur Edge, Wellington Mills, Wade-st., Halifax, Liquidator.
HUDDERFIELD CONSERVATIVE CLUB CO., LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before July 12, to send in their names and addresses, and the particulars of their debts or claims, to Alfred Ernest Kilner, 8, Market-pl., Huddersfield, Liquidator.
SWANSEA STEAMERS, LTD.—Creditors are required, on or before July 12, to send their names and addresses, and the particulars of their debts or claims, to Jno. Williams and Frank C. Bevan, A.C.A., joint liquidators, Gloucester House, Swansea.

Resolutions for Winding-up Voluntarily.

London Gazette.—FRIDAY, JUNE 20.

Felo, Ltd.
Cory Temperance Syndicate, Ltd.
P.L. Publishing Co., Ltd.
Barway Press, Ltd.
Alexander Scott, Ltd.
Cupland & Clare Laundries, Ltd.
West End Mills Co. (Bradford), Ltd.
Rapidol, Ltd.
J. & E. Lichtenstein, Ltd.
Hay Gold Mining Co., Ltd.
Westinghouse Metal Filament Lamp Co., Ltd.
Regulus Metal and Plumbing Co., Ltd.
W. H. Manley & Co., Ltd.

London Gazette.—TUESDAY, JUNE 24.

Exbridge Cotton Mills, Ltd.
Compagnie Australienne Belge, Ltd.
Barnard's Theatre Royal, Woolwich, Ltd.
English Peat Moss Litter Manufacturing Co., Ltd.
London and New York Vaudeville Ex., Ltd.
Canadian P. J. Mitchell Co., Ltd.
Williams & Hardisty, Ltd.
Central Picture Theatre and Café (Hull), Ltd.
Maison Crosat, Ltd.
Hinckley Coffee and Cocoa House Co., Ltd.
Idle Worsted Mill Co., Ltd.
Preston and District Hide, Skin, Fat and Wool Market Co., Ltd.
East Grinstead Mineral Water Co., Ltd.
Bruntons (Sudbury), Ltd.
Alliance Box Co., Ltd.
Cam and Motor Gold Mining Co., Ltd.
National Reserve Club (Hull) Co., Ltd.
Commercial Concerns, Ltd.
Encryl, Ltd.
Macmillan & Arthur, Ltd.
Messina Copper Extensions, Ltd.
Petrol Users and Traders Supply Society, Ltd.
Richmond Cafés, Ltd.
Iken & Ellis, Ltd.
National Industrial Exhibitions and Amusements, Ltd.
Wohle Mineral Oil Products (1910), Ltd.
Canton (Cardiff) Coliseum Co., Ltd.
Amalgamated Foundries, Ltd.
John S. Booth & Sons, Ltd.
British Shipbuilders' and Officers' Protection Society.
Messina Copper Extensions, Ltd.

Creditors' Notices.

Under Estates in Chancery.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, JUNE 13.

ANKW, CLAUDE ARTHUR CARL, "Botobos," Wilshefield Green, Sussex, Author, July 16. Askew v. Sommerville and Others. Sargent, J. Frederick Walter Atkey, 9, Sackville-st., Piccadilly.

Under 22 & 23 Vict. cap 35

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, JUNE 13.

ADKINS, JOHN JAMES, St. Albans, July 18. Fairfax & Barnfield, Banbury.
BAULAH, JOHN, Broughton, Lincs. Farmer. July 3. Hayes & Fox, Briggs.
BUTLER, CATHERINE, Ashley, Staffs. June 30. Onions & Davies, Market Drayton.
CASTLEMAN, HELEN, Haslemere, Surrey. July 15. R. Henry Mellersh, Godalming.
COCKIN, TOM ALBERT, Bridlington. July 14. Armitage, Sykes & Hinchcliffe, Huddersfield.
CORSENS, DILWYN JOHN, Wansted. July 11. Preston & Foster, Charing Cross.
CRUTE, HARRIETTE FRANCES, Liverpool. July 11. Norton, Clare, Higgins & Hagger, Liverpool.
FOIT, ANNE, Ramsgate. July 20. K. & W. Daniel, Ramsgate.
GATHORNE-HARDY, Hon. CHARLES GATHORNE, Lennox-gdns. July 22. Evans, Wadham & Co., 2, Gray's Inn-sq.
GRARY, ALBERT EDWARD, Barton-on-Humber. July 12. Bremridge & Luke, Exeter.
GUTMANN, GEORGES, Paris. July 10. Tatham & Lousada, 16, Old Broad-st.
HAT, CHARLES JOHN, Grimsby, Clerk. Aug. 1. Bates & Mountain, Grimsby.
HETHERINGTON, JOHN WILLIAM, Liverpool. July 15. Gill, Archer, Maples & Dun, Liverpool.
IRWIN, ELIAS, Ramsgate. July 31. Cope & Co., Queen Anne's-chmbrs., Westminster.
JOHNSON, EMMA, Hatfield, near Doncaster. July 5. Robert Hudson, Doncaster.
KATE, SARAH, Cleekeston, Yorks. June 30. Albert V. Hammond, Bradford.
MESSEY, JOACHIM, Highbury New-park, Islington, Costumer. July 30. H. B. Wedlake, Saint & Co., Bank-chmbrs., Finsbury Park.
NEVILLE, MINA ELEANOR, Cintra, Portugal. July 20. Theodore Goddard & Co., 10, Serjeant's Inn, Temple.
PIERRE, CECIL MARY FRITZ, Fairfield-rd., Croydon. July 30. Richardson, Sadlers & Callard, 3, St. James's-st.

LAW REVERSIONARY INTEREST SOCIETY

LIMITED.

No. 15, LINCOLN'S INN FIELDS, LONDON, W.C.

ESTABLISHED 1853.

Capital Stock £400,000
 Debenture Stock £331,130

REVERSIONS PURCHASED. ADVANCES MADE THEREON.

Forms of Proposal and full information can be obtained at the Society's Office.

G. H. MAYNE, Secretary.

RECORD, ELEANOR, Birmingham. July 18. Verinus & Shakespeare, Oldbury, near Birmingham.
RICHMOND, ANNIE DOROTHY, Kilburn-sq. July 28. T. Lamartine Yates, 40 Chancery-lane.
ROGERS, WILLIAM HENRY, Great Crosby. July 7. Batesons, Warr & Wimschurst, Liverpool.
RUMBALL, SAMUEL HENRY CHARLES, Searies-rd., New Kent-rd. July 30. H. B. Wedlake, Saint & Co., Bank-chmbrs., Finsbury Park.
St. Oswald, Right Hon. MARK SCURAN, Baroness, Wakefield. July 22. G. M. Saurbets & Son, 8, Regent-st.
SCHOFIELD, SAMUEL, Stalybridge, Chester, Iron Moulder. July 16. J. W. Simister, Stalybridge.
SEXTON, JOHN, Arundel, Sussex. July 15. Holmes, Beldam & Co., Arundel.
SHAW, ALFRED, Liverpool, Chemist. July 7. W. Boyle, Liverpool.
SHURBROOK, FREDERICK HERBERT, Liverpool, Shirt Maker. July 11. Norton, Clare, Higgins & Hagger, Liverpool.
SMITH, JOHN ISAAC, Eastnor, Hereford, Farmer. July 12. H. Vernon Smith, Leobury.
STONE, EDWARD, Vanbrugh-park, Blackheath. July 1. R. Henry King, 10, Ironmonger-lane, Cheapside.
SUTCLIFFE, ROBERT, Drighouse, Yorks. July 12. Bernard H. Richardson, Brighouse, Yorks.
TENNISON, EDWARD, Manchester. Aug. 7. Pennington & Higon, Liverpool.
THOMAS, WILLIAM, Aberdare, Glam., Mining Engineer. Aug. 2. Kensholes & Prosser, Aberdare.
THREAGOLD, JASON, and ELIZA JANE THREAGOLD, Horwich. July 12. J. J. Dixon & Son, Worsfold, Cheshire.
TIBBITS, JEMIMA, East Wolverhampton. July 21. Glassey, Porter & Mason, Birmingham.
WALKER, CHRISTOPHER HENRY, Manchester-st., Manchester-sq., Pianoforte Repairer. July 11. Cooper, Baker, Roche & Fettes, 6 and 7, Portman-st., Portman-sq.

London Gazette.—TUESDAY, JUNE 17.

ADCOCK, JOHN, Nottingham. July 9. J. & A. Bright, Nottingham.
BARKER, WILLIAM, Seven Sisters-rd., Finsbury Park. July 23. Edward W. Bone, 8, Frederick's-pl.
BANKS, WILLIAM WILDE, Sheffield, Licensed Victualler. July 1. James E. Wing, Sheffield.
BEAUMONT, DEBURY JOHN, La Valette de Bas, Sark, Channel Islands. July 18. Ellis, Peirs & Co., 17, Albemarle-st.
BRECHER, HERBERT GEORGE, Oxford. Aug. 1. Henry F. Galpin, Oxford.
BOWEN, ANNE, Great Yarmouth. June 30. Barton & Son, Great Yarmouth.
BRAGO, GILBERT JOHN, Ide, Devon, Farmer. July 12. Friend & Tarbet, Exeter.
BROOKSBANK, RICHARD, Halifax, Grocer. July 21. John R. Farrar, Halifax.
COLCHESTER, REGINALD CHARLES EDWARD, Baron, Forest Row, Sussex. July 31. Withers, Bensons, Birkett & Davies, 4, Arundel-st., Strand.
CRAIGIE, LIZETTA, Sedburgh, Yorks. Aug. 28. FitzHugh, Woolley, Baines & Woolley, Brighton.
DAVIS, GEORGE, Abergavenny. July 25. Gabb & Walford, Abergavenny.
GROGAN, ANN, Eaton-rise, Ealing. July 28. A. Rogers Ford, Weston-super-Mare.
GUARNER, ELIZA, Brompton-st., Brompton. July 30. H. B. Wedlake, Saint & Co., Bank-chmbrs., Finsbury Park.
HARDAKER, JAMES, Kingston-upon-Hull, Removal Contractor. July 16. Geo. S. Williamson, Hull.
HARDY, EMILY, Clevedon, Somerset. July 19. O'Donoghue & Forbes, Bristol.
HILL, RICHARD FRANK, Hursley, Sussex. July 18. S. F. Thompson, Middlesbrough.
HINSON, CAROLINE, Bognor. Aug. 2. Lowndes & Son, 15, George-st., Mansion House.
HOLMES, FRANCES ANN, Gresford, Denbigh. Aug. 1. Jno. Quinn, Monkhouse.
HORNBILOW, ARTHUR EDMUND, Glenloch-rd., Haverstock Hill. July 31. Wright, Hassall & Co., Leamington.
HUGHES, HERBERT, Swinton, near Rotherham. July 17. J. W. & A. E. Hatteraley, Mexborough.
KEMP, EMILY, Wotton-under-Edge, Glos. Aug. 2. Broad & Lewis, Bristol.
KILGOUR, FREDERICK, Prince of Wales-ter., Kensington. July 14. Speechly, Mumford & Craig, 10, New-sq., Lincoln's Inn.
LAING, ELIZA, Adelaide-rd., Haverstock Hill. July 21. Meynell & Pemberton, 30, Old Queen's Westminster.
MANTLEY, HAROLD BALDWIN, Worthing. July 12. J. W. Parker, Worthing.
MILES, MARIANNE, Boscombe, Hants. July 28. Wood, Nash, Hewett & Riddett, Raymond-bldgs., Gray's Inn.
NEEDHAM, RONALD ALFORD, Bangor. June 30. Carter, Vincent & Co., Bangor, N. Wales.
PATTERSON, WILLIAM TODD, Kingsland, Hackney, Dentist. July 19. W. H. Court & Son, 181, Piccadilly.
PEARSON, MARY ANN, Princess End, Tipton. July 17. Charles Round, Tipton.
PENNY, JAMES, Enfield. Aug. 31. Proudfoot & Chaplin, 5, Verulam-bldgs., Gray's Inn.
PHILLIPS, MARY ANN, Buckhurst Hill, Essex. July 10. Vincent St. Lawrence, 20 Mount-av., Enfield.
SAMUEL, LAURA VICTORIA, Abercorn-pl., St. John's Wood. July 18. Edward P. Davis, 47, Albemarle-st.
SCOTT, Rev. ALEXANDER GEORGE, Lowestoft. July 30. F. & A. C. Smith, Bangay.
SCOVELL, EDMUND JOHN, Folkstone. July 22. Rawie, Johnstone & Co., 1, Bedford-row.
SERDEYAN, ROBERT, Southampton, Upholsteer. Aug. 4. Waller & Thornback, Southampton.
SMITH, ANNE, Exeter. July 12. Friend & Tarbet, Exeter.
THOMPSON, GORDON THOMAS, Potters Bar. July 26. Phillips & Cummings, Sherborne-bldgs.
TOYE, STANLEY SAMUEL, Hopcote-lane, Bristol Merchant. July 18. Morley, Shirreff & Co., 53, Gresham-house, Old Broad-st.
TUNSTALL, HARRY KNOWLES, Haymarket, Barrister-at-Law. July 17. Ridsdale & Son, 5, Gray's Inn-sq.
TURNER, HENRY FOWNE, Epsom, Chartered Accountant. July 31. Tawerner B. Miller, 12, Saville-row.

London Gazette.—FRIDAY, June 28.

ADAMS, GEORGE, Aylesbury, Bootmaker. July 19. Wilkins & Son, Aylesbury.
 ANDREWS, FRANCIS WILLIAM, Cirencester, Grocer. July 21. Mullings, Ellett & Co., Cirencester.
 BANES, LETHICE, Wednesfield, Stuffs. July 31. Christopher Byron, Wolverhampton.
 DAREY, HELEN, Richmond, Surrey. July 29. Herbert Smith, Goss, King & Gregory, 62, London-wall.
 BECKETT, RHODA, Liverpool. July 16. Douglas Houstoun, Duchy of Lancaster Office.
 BERNARD, WILLIAM WARREN DE LA POER, Sunninghill-pk., near Ascot. July 21. Gerald & Arthur Marshall, 10, New-sq.
 BIGGS, JOHN, Kelso, Highbury, Tinsware Manufacturer. July 19. Kimber, Bull, Howland, Clappe & Co., 6, Old Jewry.
 BLACKBURN, WILLIAM, Southport. July 20. Goffey & Wheelodon, Southport.
 BOOTH, ADVOCATES BURTON CLAYVELL, Burnham, Bucks. July 24. Mason & Co., 115, High Holborn.
 BRADLEY, GEORGE, Chase-side, Old Southgate. July 21. Jennings & Son, 69, Leadenhall-st.
 BRINEY, JAMES, Kenbury-st., Camberwell. July 21. Chas O. Green, 18, Walbrook.
 CLAPP, SAMUEL, Leytonstone. July 21. Prestons, 87, The Grove, Stratford.
 CONSTANTINIDES, CONSTANTINE LEONIDAS, Acton. August 5. McKenna & Co., 31-33, Basinghall-st.
 COOPER, WALTER, Elmawell, Suffolk, Pork Butcher. July 23. Hayward & Son, Stowmarket.
 EDDY, JAMES, Holborough, Devon, Farmer. July 31. T. & H. Wolferstan, Plymouth.
 EDEN, Mrs. LILLA MARY, Carlisle-pl., Victoria-st. July 23. H. Brown, 8, Serjeants' inn.
 FAWCETT, BLANCHE, Gloucester-ter., Hyde-pk. July 21. Stephenson, Harwood & Co., 31, Lombard-st.
 FENN, JANE, Guildford. July 31. Capron & Sparkes, Guildford.
 FISHER, LOUIS WALTER, Upper Phillimore-pl., Kensington. July 25. Gerald & Arthur Marshall, 10, New-sq.
 FLETCHER, GEORGE, Cambridge. July 16. Elliott & Co., Cambridge.
 FOX, WILLIAM PARKER, Sheffield, Manufacturer. June 30. Clegg & Sons, Sheffield.
 GABBATT, JOHN THOMAS, Walton, Liverpool. July 21. Edward Lloyd, Liverpool.
 GOODCHILD, CHARLES, Ebury-bldgs., Pimlico. July 16. W. Norman, 95, Pathfield-rd., Streatham.
 GRAHAM, Mrs. MARY JESSIE, Southfield-gdns., Strawberry Hill. July 23. Percy K. Langdale, Atlantic House, Holborn-viaduct.
 GREENHALGH, BETT, Oldham. July 31. Geo. E. Mellor & Co., Oldham.
 GREGSON, MARGUERITE JEANNE, Bath. July 21. Gibsons & Sturton, Lancaster.
 HAYNES, HENRY, Handsworth, Birmingham. July 21. R. L. Holt, Birmingham.
 HOYLE, HANNAH, Bury. July 31. Robert James, Manchester.
 HUNT, ERNEST HENRY, Leamington. July 21. Wright, Hassall & Co., Leamington.
 JEFFRIES, ANNE, Wallington, Surrey. Aug. 1. W. H. Martin & Co., 18/19, Ironmonger-la.
 KAY, EDWARD, Sheffield. July 31. Claude Barker, Sheffield.
 KINGHAM, JOHN, Aylesbury. July 21. Wilkins & Son, Aylesbury.
 KIRBY, WILLIAM ARTHUR, Victoria-st., Chartered Accountant. July 21. Jennings & Son, 69, Leadenhall-st.
 KIRKMAN, PHILIP, St. James' mans., West End-ls. July 31. Anning & Co., 78, Cheapside.
 LADD, LEWIS, Newport, Pembroke. July 26. George, Davies & Evans, Cardigan.
 LARD, JOSEPH JOHN, Norwich. July 28. Ernest A. Kent, Norwich.
 LARFAR, EMILY MARY ELIZABETH, Ealing. July 28. Geo. W. Bower, 25, Old-bldgs.
 LEAKE, ERIC GILBERT, Hale, Chester. July 19. Hall, Hawkins, Pimblott, Brydon & Chapman, Manchester.
 LEAKE, RUSSELL MEDLEY, Hale, Chester. July 19. Hall, Hawkins, Pimblott, Brydon & Chapman, Manchester.
 LEITE, ALFREDO PINTO, Lavender-gdns., Clapham. July 26. Seymour W. Digby, 14, Queen-st.
 LETHBRIDGE, SIR ROGER, Exbourne. July 30. Hunter & Haynes, 9, New-sq.
 LOTINGA, WILLIAM, Putney, Journalist. July 21. L. Cordinal, 15, Red Lion-st., Holborn.
 MCLEAT, JOHN ALEXANDER, Bloxham, Oxford. July 19. E. Lemley Fisher, Banbury.
 MARTIN, EDWARD, Tettenhall, near Wolverhampton, Watch Maker. July 5. Benjamin Hall, Wolverhampton.
 MARTIN, LILY ELIZA ANNIE, Boscombe, Bournemouth. July 31. D'Angibau & Malin, Boscombe.
 PAYNE, JOHN, Bradford. June 30. V. Payne & Clarence A. Payne, 9, Whetley-gr., Bradford.
 PEARSON, MARION DE HAUTEVILLE, Tunbridge Wells. July 31. John B. & F. Par-chase, 14, Regent-st.
 PENNY, JAMES BERTON, Wellington, New Zealand, Settler. July 21. Theodore Goddard & Co., 10, Serjeants' inn.
 PLENDERLEITH, JOHN, Leytonstone. July 23. Arthur J. Speechly, 28, Basinghall-st.
 RELTON, LUCIA JOSEPHINE, Kensington. July 24. Gerald & Arthur Marshall, 10, New-sq.
 ROSE, GEORGE PRINGLE, Godalming, Surrey, C.I.E. July 31. Capron & Sparkes, Guildford.
 ROGOCITTE, ARTHUR PRENTWICH HENRY, Ashstead, Surrey. Aug. 30. Vizard, Oldham & Co., 51, Lincoln's inn-fields.
 ROWE, SARAH JANE, Hastings. Aug. 1. Chislin, Herington & Pearce, Hastings.
 RUSSELL, MARGARET CLAY, Boscombe, Bournemouth. July 20. J. Evans Rains, 57, Edith-rd., West Kensington.
 SCOTT, CHARLES HERBERT, Gloucester, Consulting Engineer. July 31. H. W. Grimes, Gloucester.
 SPURRELL, KATHARINE ANNE, Norwich. July 31. Blake, Heselstine, Child & Johnson, 4, Serjeants' inn.
 THOMAS, GEORGE EDWARD, Teddington. July 18. Guillaume & Sons, 9, Salisbury-sq.
 THOMAS, JANE, Aberdeen. June 30. Morgan, Bruce, Nicholas & Porcher, Ponty-pridd.
 THOMAS, WILLIAM, Aberdeen, Mining Engineer. June 30. Morgan, Bruce, Nicholas & Porcher, Pontypridd.
 THOMPSON, ALFRED, Putney. July 20. J. Wilfrid Watkin, 9 and 10, Railway-approach, London-bdge.
 VINE, MARSHALL GEORGE, Redhill. July 21. Keen, Rogers & Co., 59, Carter-la.
 WARREN, MARY, Petersfield. July 17. Percy C. Burley, Petersfield.
 WEBLEY-PARRY-PRINE, Major Sir EDWARD JOHN, Gogerddan, Cardigan. July 31. Roberts & Evans, Aberystwyth.
 WHEELER, SARAH JANE, Swindon. July 1. Morrison & Masters, Swindon.
 WILSON, GEORGE, Ardwick, Manchester. July 20. J. Ogden Hardicker & Hanson, Manchester.

London Gazette.—TUESDAY, June 24.

ALLISON, ARTHUR WILLIAM, Kingston-upon-Hull, Bank Clerk. Winter & Son, Hull.
 AMOS, HENRY, Isle of Ely, Cambridge. July 31. King & Sharman, March, Cambs.
 ANDREWS, SIDNEY MOTTRAM, who died on Oct. 8, 1918, in France, on active service. Aug. 1. John J. Hammond, Salisbury.
 ARCADELL, THEODORE MONTGOMERY, Horseferry-rd., Westminster, Lt.-Col., R.H.A., D.S.O. July 21. Hatchett, Jones, Bisgood, Marshall & Thomas, 48, Mark-la.
 BAYLY, ZELINA MATILDA, Birmingham. July 25. Sydney Mitchell & Chattock, Birmingham.

BIRKS, ALFRED, Mortomley, near Sheffield. July 5. Oxley & Coward, Rotherham.
 BRYAN, MINA AGNES, Clevedon, Auckland, New Zealand. Aug. 10. Rye & Eyre, 13, Golden-sq.
 BUCK, GEORGE HERBERT, Clarence Gate-gdns., Regent's-pk., Flannel Manufacturer. July 30. Biddle, Thorne, Welsford & Galt, 22, Aldermanbury.
 BUCKERIDGE, Lieutenant WALTER HENRY, Nunhead. Aug. 30. J. B. Roberts, 38, Basinghall-st.
 BUCKLAND, ADELINE, Windsor. July 12. Phillips & Randle Ford, Windsor.
 COCKCROFT, SMITH, Castleton, Lancaster. July 21. J. Andrew Orrell, Manchester.
 CONYNGHAM, Most Honourable VICTOR GEORGE HENRY FRANCIS MARQUIS, Canterbury. Sept. 30. Saltwell & Co., 1, Stone-bldgs.
 CROOK, JOSEPH CHARLES, Heaton Moor, Lancaster. Aug. 3. Robert Scholes & Co., Manchester.
 CUND, ELIZA JANE, Birmingham. July 31. Shorthouse Bowen & Co., Birmingham.
 DARNELL, FREDERICK, Stamford-hill. July 31. Kimber, Bull, Howland, Clappe & Co., 6, Old Jewry.
 DAVIDSON, ANDREW, Heaton Mersey, Lancaster. Aug. 5. Robert Scholes & Co., Manchester.
 GEES, LEONARD DE, Chertsey, Surrey, Merchant. Aug. 1. Boulton, Sons & Sandeman, 21A, Northampton-sq.
 DYE, WILLIAM PARKER, Norwich. July 25. Francis & Back, Norwich.
 EAMES, JOHN, Earls-thorpe-rd., Sydenham. Aug. 1. Arkcoll, Cockell & Chadwick, Tooley-st.
 ECKERLEY, JAMES, West Didsbury, Manchester, Timber Merchant. July 25. Lambert & Smith, Manchester.
 FORSTER, CARLOTA MARIA, Regent's Park-rd. July 21. Vallance & Vallance, 20, Essex-st.
 GALLAGHER, ELIZA, Northwich, Chester. July 21. Batesons, Warr & Winsbury, Liverpool.
 GARNETT, GEORGE, Hove. July 23. Cockburn, Gostling & Cockburn, Brighton.
 GREENHALGH, WILLIAM THOMAS, Pendleton, Salford, Bookkeeper. July 31. Bingham, Hall & Ritchie, Manchester.
 HERTSFORD, WALTER ALFRED, Salisbury. Aug. 5. Fladgate & Co., 19, Pall-mall.
 HINCHCLIFF, EMMELINE, Bramhope, Yorks. July 24. Ratcliffe & Co., Bradford.
 HOLLAND, EMILY, Linchmere, Sussex. July 31. John Pitfield, Petworth.
 JENKINSON, JAMES LEONARD, Wincle, near Macclesfield. July 25. Hall & Co., Manchester.
 LANSCHOOTEN, EMILY VAN, Canonbury-pk. July 24. Rexworthy, Barnard & Bonser, 99/91, Queen-st.
 LAVERTON, WALTER, Manchester. Aug. 1. Briggs & Whitworth, Manchester.
 LAWRENCE, THOMAS, Arlington-gdns., Chiswick-pk. July 24. J. D. Langton & Passmore, 2, Paper-bldgs., Temple.
 LEIGHTON, MARY, Bollington, Chester. Aug. 5. Robert Scholes & Co., Manchester.
 LIMA, SIR DEBENTAM LEWIS, Palace House, Bayswater. July 26. Ashurst, Morris, Crisp & Co., 17, Throgmorton-av.
 LOCKWOOD, HENRY BOILEAU, Regent's Park-rd. July 23. Budd, Brodie & Hart, 33, Bedford-row.
 MARRON, HANNAH, Salford. July 3. Lee, Scott & Start, Manchester.
 MORGAN, THOMAS, Liverpool. July 23. Geo. Hime, Liverpool.
 MOUNDALE, ROBERT EDWARDS, Colwyn Bay, Denbighshire. Sept. 1. Nunn & Co., Colwyn Bay.
 MURPHY, ANN, Newcastle-st., Cubitt Town. July 25. Hulbert, Crowe & Hulbert, 4, Broad-st.-bldgs.
 NEW, ELIZABETH, Kensington-gdns.-sq. July 19. Rooke & Sons, 43, Lincoln's inn-fields.
 NORTH, GEORGE HENRY, Handsworth, Birmingham. Aug. 16. Shorthouse Bowen & Co., Birmingham.
 NUTTALL, CAROLINE LATIMER, Iverna-ct., Kensington. July 31. Saxton & Son, 11, Queen Victoria-st.
 PAULSEN, MARY JANE, Manchester. Aug. 5. Roberts Scholes & Co., Manchester.
 PENDBURY, JOHN AINSWORTH, Elton, Bury, Lancs. July 25. C. H. Pickstone, Radcliffe, Lancs.
 PENNIE, ROBERT MURRAY, Higher Broughton. July 25. Ernest T. Butlin, Manchester.
 RANGER, Miss ISABELLA CHARLOTTE, Newbury. July 20. Pitman & Barrett, Newbury.
 RIES, LOUIS ADA, Port Elizabeth, Cape of Good Hope, South Africa. July 28. Monier-Williams, Robinson & Milroy, 6 and 7, Great Tower-st.
 ROSSON, JAMES, St. Annes-on-the-Sea. July 31. Lonsdale & Grey, St. Annes-on-the-Sea.
 ROWLINSON, JULIA MARY, Birkdale. Aug. 18. Wilmot & Regd. Hodge, Southport.
 ROYLE, JOSEPH, Stockport, Paper Bag Manufacturer. Aug. 14. T. J. Rowland, Manchester.
 SADFORD, THOMAS, Lomington. Aug. 1. C. H. Gibson, Newcastle-upon-Tyne.
 ST. OSWALD, Right Honourable ROWLAND BARON, Nostell Priory, Yorks. July 31. G. M. Saunders & Son, 8, Regent-st.
 SHERRIFF, MARY ROSE, Oxford. Sept. 29. Thomas Mallam & Co., Oxford.
 SOTTEWORTH, MOSES, Southport. July 1. Dickinson & Watson, Southport.
 STEPHENSON, HENRY GEORGE, Manchester. July 24. March, Pearson & Akenhead, Manchester.
 SWAIN, THOMAS RICHARDSON, 15, Pepsy-rd., New Cross. July 31. C. Lloyd Jones, 174, Blackfriars-rd.
 SWINSCOW, ISABELLE PHILIPINE, Tunbridge Wells. Aug. 2. Parson, Lee & Co., 24, Lime-st.
 TEMPLE, ANN HEWLETT, Groombridge, Sussex. Aug. 1. Ince, Colt, Ince & Roscoe, St. Benet-chmbrs., Fenchurch-st.
 THORPE, PETER, Tyldesley. July 19. C. Maurice Taberner, Tyldesley, near Manchester.
 TOMKINSON, HAROLD THORNTON, Birmingham, Bank Clerk. July 31. J. H. Glover, Liverpool.
 TOMKINSON, RACHEL, Macclesfield. July 12. Lee, Scott & Start, Manchester.
 WALMSLEY, MARGARET ANN, Leeds. July 22. J. B. Brooke & Dyer, Leeds.
 WHITEHEAD, JOSEPH, Eldwick, near Bingley, Yorks. July 24. H. M. Dawson, Bradford.
 WIGRAM, ROLAND LEWIS, Braintree, Devon. July 7. Dudley M. Paul & Co., 2, New-st.
 WILDE, HENRY, Alderley Edge, Cheshire. Aug. 2. Slater, Heelis, Colley, Sandbach & Anderson, Manchester.
 WILLIAMS, MARY ANN HESTER, Bitterne Park, Southampton. July 21. Edward R. Ennor, Southampton.
 WILSON, ARGUMENTS CHARLES, Boscombe. July 24. Trevor C. Newman, 22, Southampton-st., Bloomsbury.
 YATES, RALPH, Leigh, Lancs, Pork Butcher. July 9. Marsh, Son & Calvert, Leigh.

VALUATIONS FOR INSURANCE.—It is very essential that all Policy Holders should have a detailed valuation of their effects. Property is generally very inadequately insured, and in case of loss insurers suffer accordingly. **DEBENHAM, STORR & SONS (LIMITED)**, 26, King-street, Covent-garden, W.C. 2, the well-known valuers and chattel auctioneers (established over 100 years), have a staff of Expert Valuers, and will be glad to advise those desiring valuations for any purpose. Jewels, plate, furs, furniture, works of art, bric-à-brac, a speciality. —[Advrt.]

Bankruptcy Notices.

London Gazette.—TUESDAY, JUNE 10.

ADJUDICATIONS.

CANNEN, JAMES EDGAR, Woolwich. Luton. Pet. April 3. Ord. June 5.
 DAVIES, FRANK MAWSON, Small Dole, near Brighton. Farmer. High Court. Pet. April 7. Ord. June 4.
 HAWKINS, HARRY, Exeter, Cattle Dealer. Exeter. Pet. June 6. Ord. June 6.
 MICH, KATIE, Quez-rd., Kilburn. High Court. Pet. April 14. Ord. June 4.
 POSE, HERBERT EDWIN, Lowestoft, Solicitor's Clerk. Great Yarmouth. Pet. June 7. Ord. June 7.
 THOMPSON, JAMES, Lingham-st., Stockwell, Cycle Dealer. Wandsworth. Pet. June 5. Ord. June 5.

Amended Notice substituted for that published in the London Gazette of 30th May.

KRAUF, FREDERICK, Bishopsgate. High Court. Pet. Mar. 22. Ord. May 24.

ADJUDICATIONS ANNULLED.

ARQUILL, GEORGE, Barwell, Leicester. Leicester. Adju. July 14, 1917. Annul. June 5, 1919.
 WHITTON, GEORGE HERBERT, Nottingham, Warehouseman, Nottingham. Adju. April 25, 1912. Annul. June 5, 1919.

London Gazette.—FRIDAY, JUNE 13.

RECEIVING ORDERS.

BILLING, DUDLEY F., Great Chapel-st., Oxford-st., Dealer in Motor Cars. High Court. Pet. April 3. Ord. May 13.
 CLANCARTY, Lord, Cadogan-gdns. High Court. Pet. May 27. Ord. June 10.
 HOLMWOOD, ELEANORE, Great Portland-st. High Court. Pet. May 3. Ord. June 11.
 KILCONNELL, Lord, Cadogan-gdns. High Court. Pet. May 27. Ord. June 10.
 MERTON, A. J., Knowle-rd., Brixton, Head Waiter. High Court. Pet. May 19. Ord. June 11.
 ROBERTS, PIERCE, Portmadoc, Timber Merchant. Portmadoc. Pet. May 30. Ord. June 10.
 ROSEN, HARRY, Sedley-pl., Oxford-st., Costumier. High Court. Pet. May 17. Ord. June 6.
 SCHMID, HERMANN, St. George's-av., Aldermanbury, Silk Merchant. High Court. Pet. June 11. Ord. June 11.

Amended Notice substituted for that published in the London Gazette of May 22.

MYERS, ISAAC, Minorities, Ladies' Tailor, High Court. Pet. May 9, 1917. Ord. May 18, 1917.

FIRST MEETINGS.

BILLING, DUDLEY F., Great Chapel-st., Oxford-st., Dealer in Motor Cars. June 23 at 11. Bankruptcy-bldgs., Carey-st.
 CLANCARTY, Lord, Cadogan-gdns. June 23 at 12. Bankruptcy-bldgs., Carey-st.
 HOLMWOOD, ELEANORE, Great Portland-st. June 23 at 12. Bankruptcy-bldgs., Carey-st.
 KILCONNELL, Lord, Cadogan-gdns. June 24 at 12. Bankruptcy-bldgs., Carey-st.
 LEADBEATER, TOM, Harrogate, Company Promoter. June 24 at 3.30 Bankruptcy Office, Duncombe-pl., York.
 MERTON, A. J., Knowle-rd., Brixton, Head Waiter. June 23 at 11. Bankruptcy-bldgs., Carey-st.
 PLACE, A., Budge-row, Ladies' Neckwear Manufacturer. June 25 at 11.30. Bankruptcy-bldgs., Carey-st.
 ROSEN, HARRY, Sedley-pl., Oxford-st., Costumier. June 27 at 12. Bankruptcy-bldgs., Carey-st.

SCHMID, HERMANN, St. George's-av., Aldermanbury, Silk Merchant. June 27 at 11.30. Bankruptcy-bldgs., Carey-st.

TIPPING, TRILBA, Cambridge-ter., Hyde Park, Lodging-house Keeper. June 25 at 11. Bankruptcy-bldgs., Carey-st.

WHITNEY, JOSEPH, Wigley, near Harby, Nottingham, Farm Labourer. June 20 at 12. Off. Rec., 4, Castle-pl., Nottingham.

WISE, REGINALD, Church-st., Notting Hill-gate, Motor Engineer. June 25 at 12. Bankruptcy-bldgs., Carey-st.

ADJUDICATIONS.

CRUSE, HARRY GEORGE, Lewes, Builder. Lewes. Pet. May 8. Ord. June 7.
 HOGAN, JOHN, Loughborough, Draper. Leicester. Pet. May 22. Ord. June 7.
 JACOBS, HERBERT MAURICE, Gertard-st., Leicester-sq., Music Hall Agent. High Court. Pet. Sept. 23. Ord. June 11.
 STUART, LLOYD DUDLEY, America-sq., Minorities, Merchant. High Court. Pet. Feb. 14. Ord. June 7.

ADJUDICATION ANNULLED.

BIANSHARD, THOMAS, York. York. Adju. Feb. 27, 1918. Annul. June 10, 1919.

London Gazette.—TUESDAY, JUNE 17.

RECEIVING ORDERS.

CLEGG, WILLIAM, South Shields, Confectioner. Newcastle-upon-Tyne. Pet. June 12. Ord. June 12.
 DAVIES, DANIEL, Pentre, Glam., Collier. Pontypridd. Pet. June 13. Ord. June 13.
 DAWSON, ALFRED JOHN, Bishopston, Bristol Commercial Traveller. Bristol. Pet. June 13. Ord. June 13.
 EDWARDS, THOMAS JOSEPH, Loughborough Park, Brixton, Music Hall Artist. High Court. Pet. June 13. Ord. June 13.
 HUNT, EDGAR JAMES, Leicester, Fancy Goods Dealer. Leicester. Pet. June 12. Ord. June 12.
 KITCHING, JOHN THOMAS, Heighington, Durham, Small-holder. Stockton-on-Tees. Pet. June 13. Ord. June 13.
 RIBBANS, CHARLES FERCY ERNEST ARTHUR, Ipswich, Corn Chandler. Ipswich. Pet. May 31. Ord. June 11.
 ROBINSON, CHARLES E., Farringdon-st., Betting Man. High Court. Pet. May 10. Ord. June 13.
 SHIELD, GEORGE FAIRLAMB, Sunderland, Grocer. Sunderland. Pet. June 6. Ord. June 6.
 SKILLINGFORD, HENRY BARTLETT, Golcar, near Huddersfield, Medical Practitioner. Huddersfield. Pet. June 2. Ord. June 13.
 SKRATS, WILLIAM THOMAS, Aldershot, Eating-house Proprietor. Guildford. Pet. June 14. Ord. June 14.
 WARBURTON, FREDERICK WILLIAM, Victoria-st. High Court. Pet. Dec. 11. Ord. June 12.
 WICKENS, SAMUEL, Kennington-rd., Company Promoter. High Court. Pet. March 31. Ord. June 6.
 WOODROW, JOHN SPENCE SHEARER, Swinefleet, near Goole, Veterinary Surgeon. Wakefield. Pet. May 26. Ord. June 12.

FIRST MEETINGS.

COKE, H., Gosport, Hants, Job Goods Dealer. June 26 at 12. Off. Rec., Cambridge-junc., High-st. Portsmouth.
 DAVIES, DANIEL, Pentre, Glam., Collier. June 25 at 11.30. Off. Rec., St. Catherine-chambrs., St. Catherine-st., Pontypridd.
 EDWARDS, THOMAS JOSEPH, Loughborough Park, Brixton, Music Hall Artist. June 27 at 12. Bankruptcy-bldgs., Carey-st.
 HOLLAND, SIDNEY, Bramhall, Cheshire. June 25 at 3.30. Off. Rec., Byrom-st., Manchester.

HULL, W. A. CLIFFORD, Luton, Cycle Dealer. June 26 at 11.30. Court House, Luton.

HUNT, EDGAR JAMES, Leicester, Fancy Goods Dealer. June 24 at 11. Off. Rec., 1, Berridge-st., Leicester.

PACKHAM, LEONARD, Manchester, Raincoat Manufacturer. June 25 at 3. Off. Rec., Byrom-st., Manchester.

RIBBANS, CHARLES FERCY ERNEST ARTHUR, Ipswich, Corn Chandler. June 25 at 12. Off. Rec., 30, Prince-st., Ipswich.

ROBINSON, CHARLES E., Farringdon-st., Betting Man. June 26 at 11. Bankruptcy-bldgs., Carey-st.

WARBURTON, FREDERICK WILLIAM, Victoria-st. June 26 at 11.30. Bankruptcy-bldgs., Carey-st.

ADJUDICATIONS.

CLEGG, WILLIAM, South Shields, Confectioner. Newcastle-upon-Tyne. Pet. June 12. Ord. June 12.
 DAVIES, DANIEL, Pentre, Glam., Collier. Pontypridd. Pet. June 13. Ord. June 13.
 DAWSON, ALFRED JOHN, Bishopston, Bristol Commercial Traveller. Bristol. Pet. June 13. Ord. June 13.
 EDWARDS, THOMAS JOSEPH, Loughborough Park, Brixton, Music Hall Artist. High Court. Pet. June 13. Ord. June 13.
 FARROW, MAUD ANNIE, Seacroft, Skegness. Boston. Pet. April 11. Ord. June 13.
 FIELDING, MARJORIE ISOBEL, Grosvenor-rd. High Court. Pet. May 3. Ord. June 12.
 HUNT, EDGAR JAMES, Leicester, Fancy Goods Dealer. Leicester. Pet. June 12. Ord. June 12.
 KITCHING, JOHN THOMAS, Heighington, Durham, Small-holder. Stockton-on-Tees. Pet. June 13. Ord. June 13.
 PLACE, ALFRED, Budge-row, Ladies' Neckwear Manufacturer. High Court. Pet. May 14. Ord. June 12.
 ROBERTS, PIERCE, Portmadoc, Timber Merchant. Portmadoc. Pet. May 30. Ord. June 14.
 SHIELD, GEORGE FAIRLAMB, Sunderland, Grocer. Sunderland. Pet. June 6. Ord. June 6.
 SKRATS, WILLIAM THOMAS, Aldershot, Eating House Proprietor. Guildford and Godalming. Pet. June 14. Ord. June 14.
 WISE, REGINALD RICHARD, Church-st., Notting Hill-gate, Motor Engineer. High Court. Pet. May 10. Ord. June 13.

London Gazette.—FRIDAY, JUNE 20.

RECEIVING ORDERS.

CAMPBELL, SIR JOHN J. B. St., St. James's-st. High Court. Pet. Jan. 1. Ord. June 17.
 COLE, FREDERICK SIDNEY, Upper Parkstone, Dorset, Labourer. Poole. Pet. June 18. Ord. June 18.
 CROSSLAND, WILLIAM HENRY, Andwell, Lytham, Lancs. Blackpool. Pet. May 24. Ord. June 17.
 LYND, WILLIAM, Pall-mall, High Court. Pet. Apr. 17. Ord. June 18.
 NEWMAN, THEODORE FRANK, Anerley, Croydon. Pet. May 26. Ord. June 17.
 RAVILLI, ALBERT, Ballards-ls., Finchley, Company Director. Barnet. Pet. May 16. Ord. June 13.
 RESTON, PERCIVAL, Stamford Brook-rd., Bedford-pk. Brentford. Pet. May 21. Ord. June 17.
 WALTON, JOHN ARTHUR, Shipley, Commission Agent. Bradford. Pet. May 30. Ord. June 18.
 WARD, SEPTIMUS, Foxley, Norfolk, Publican. Norwich. Pet. May 27. Ord. June 16.

Amended Notice substituted for that published in the London Gazette of June 13, 1919.

MERTON, A. J., Knowle-rd., Brixton, Head Waiter. High Court. Pet. May 19. Ord. June 11.

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RECEIVING ORDER RESCINDED.*

HOOK, PABET EDWARD GEORGE, Belgrave-rd., Builder.
High Court. Ord. Mar. 27. Rec. May 31.

FIRST MEETINGS.

CAMPBELL, SIR JOHN J. B. S., St. James's-st. July 1 at 12. Bankruptcy-bldgs., Carey-st.

CLEGG, WILLIAM, South Shields, Wholesale Confectioner.
July 1 at 11. County Court, Westgate-rd., Newcastle-upon-Tyne.

KITCHING, JOHN THOMAS, Heighington, Durham, Farm Labourer.
June 30 at 11.30. Off. Rec., 86, High-st., Stockton-on-Tees.

LING, WILLIAM, Pall-mall. July 1 at 12. Bankruptcy-bldgs., Carey-st.

POLE, HERBERT EDWIN, Lowestoft, Solicitor's Clerk.
June 28 at 12. Off. Rec., 8, Upper King-st., Norwich.

SHILLINGFORD, HENRY BARTLETT, Golcar, near Huddersfield, Medical Practitioner.
June 29 at 10.30. County Court House, Queen-st., Huddersfield.

SKEATS, WILLIAM THOMAS, Aldershot, Eating House Proprietor.
June 27 at 12. 132, York-rd., Westminster Bridge-rd.

SMITH, JOHN HENRY CAMPBELL, Handsworth, Birmingham, Engineer.
July 27 at 11.30. Off. Rec., Rusk-chmbrs., 191, Corporation-st., Birmingham.

WALTON, JOHN ARTHUR, Shipley, Commission Agent.
June 27 at 11. Off. Rec., 12, Duke-st., Bradford.

WOODROW, JOHN SPENCE SHEARER, Swinefleet, near Goole, Veterinary Surgeon.
June 27 at 11. Off. Rec., 21, King-st., Wakefield.

ADJUDICATIONS.

BLAIR-FRONT, PHILIP, Harrogate, Birkenhead. Pet.
April 1. Ord. June 16.

COLE, FREDERICK SIDNEY, Upper Parkstone, Dorset, Labourer.
Pole. Pet. June 18. Ord. June 18.

ROBERTS, HEMPHREY, Birmingham, Commission Agent.
Birmingham. Pet. April 16. Ord. June 17.

ROBINSON, CHARLES ERNEST, Farringdon-st. High Court. Pet. May 19. Ord. June 17.

WALTON, JOHN ARTHUR, Shipley, Commission Agent.
Bradford. Pet. May 29. Ord. June 18.

Amended Notice substituted for that published in the London Gazette of June 19.

SALON, ISAAC MYERS, Minorities, Ladies' Tailor. High Court. Pet. May 9. Ord. June 15.

ADJUDICATIONS ANNULLED.

DESBOROUGH, JOHN ROBERT, Sprowston, Norwich, Publican, Norwich. Adjud. Mar. 15, 1918. Annul. June 18, 1919.

PLEASANTS, WILLIAM HOVIE, Norwich, Cycle Maker, Norwich. Adjud. June 28, 1909. Annul. June 18, 1919.

London Gazette.—TUESDAY, JUNE 24.

RECEIVING ORDERS.

BUCKLEY, JOHN E., Disraeli-rd., Putney, Wandsworth. Pet. May 15. Ord. June 19.

KING, WILLIAM F., Vauxhall Bridge-rd. High Court. Pet. Sept. 24. Ord. June 18.

MORRISON, PETER, Leigh-on-Sea, Chelmsford. Pet. Dec. 19. Ord. June 19.

MORRISON, THOMAS, Leigh-on-Sea, Essex, Chelmsford. Pet. Dec. 19. Ord. June 19.

WIDEMANN, LOUIS IVAN, Manchester, Engineer, Salford. Pet. June 20. Ord. June 20.

FIRST MEETINGS.

BUCKLEY, JOHN E., Disraeli-rd., Putney, July 1 at 12. 132, York-rd., Westminster Bridge-rd.

COLE, FREDERICK SIDNEY, Upper Parkstone, Dorset, Labourer.
July 2 at 2.30. Off. Rec., Midland Bank-chmbrs., High-st., Southampton.

DAWSON, ALFRED JOHN, Bishopston, Bristol, Commercial Traveller.
July 2 at 11.30. Off. Rec., 25, Baldwin-st., Bristol.

HAYES, THOMAS (deceased), Great Sutton, Chester, Farmer.
July 3 at 11.30. Off. Rec., Union Marine-bldgs., 11, Dale-st., Liverpool.

KING, WILLIAM F., Vauxhall Bridge-rd. July 3 at 12. Bankruptcy-bldgs., Carey-st.

NEWMAN, THYODORE FRANK, Atherley, July 1 at 11. 132, York-rd., Westminster Bridge-rd.

ROBERTS, PIERCE, Portmadoc, Timber Merchant, July 2 at 12. Crypt-chmbrs., Eastgate-row, Chester.

SHIELD, GEORGE FAIRLAMB, Sunderland, Grocer. July 2 at 2.30. Off. Rec., 3 Manor-pl., Sunderland.

WICKINS, SAMUEL, Kennington-rd., Company Promoter.
July 1 at 12. Bankruptcy-bldgs., Carey-st.

ADJUDICATIONS.

ASCHENGRAT, ADOLPH, Torrington-sq., Russell-sq. Jeweller. High Court. Pet. May 2. Ord. June 19.

COOK, H., Gosport, Job Goods Dealer, Portsmouth. Pet. May 2. Ord. June 18.

LEADWATER, TOM, Harrogate, Company Promoter, York. Pet. April 25. Ord. June 20.

SHILLINGFORD, HENRY BARTLETT, Golcar, near Huddersfield, Medical Practitioner. Huddersfield. Pet. June 2. Ord. June 21.

WIDEMANN, LOUIS IVAN, Manchester, Engineer, Salford. Pet. June 20. Ord. June 20.

WOODROW, JOHN SPENCE SHEARER, Swinefleet, near Goole, Veterinary Surgeon. Wakefield. Pet. May 26. Ord. June 14.

ADJUDICATION ANNULLED.

ALEXANDER, HAROLD MONTAGUE Bexley Heath, Kent, Civil Engineer. Rochester. Adjud. Feb. 10, 1916. Annul. June 18. (Receiving Order dated Feb. 10, 1916, rescinded.)



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